

***United States Court of Appeals
for the Second Circuit***



APPENDIX

77-4194

ORIGINAL

**United States Court of Appeals
For the Second Circuit**

Docket No. 77-4194

NEW YORK PRINTING PRESSMEN AND OFFSET WORKERS
UNION, NO. 51, INTERNATIONAL PRINTING AND
GRAPHIC COMMUNICATIONS UNION; AFL-CIO; LOCAL
NO. 23 AND NEW YORK PRINTING ASSISTANTS AND
OFFSET WORKERS, INTERNATIONAL PRINTING AND
GRAPHIC COMMUNICATIONS UNION, AFL-CIO; LOCAL 1,
INTERNATIONAL PRINTING AND GRAPHIC COMMUNI-
CATIONS UNION, AFL-CIO,

Petitioners,

against

NATIONAL LABOR RELATIONS BOARD,

Respondent,

ARKAY PACKAGING CORPORATION,

Intervenor.

ON PETITION FOR REVIEW OF AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD

JOINT APPENDIX

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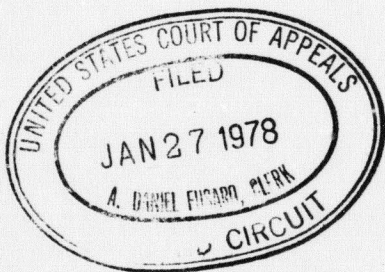
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Chronological List of
Relevant Docket Entries

- 2.19.76 Board's telegraphic order extending the time to file exceptions and briefs, dated
3. 5.76 Arkay Packaging Corp.'s Exceptions to Decision of Administrative Law Judge, received
- 12.17.76 Decision and Order issued by the National Labor Relations Board

CHRONOLOGICAL LIST OF RELEVANT DOCKET ENTRIES

In the Matter of: New York Printing Pressmen &
Offset Workers Union, No. 51, et al.

Case Nos.: 29-CA-4222, 29-CA-4282,
and 29-CA-4332

- 2.18.75 Charge filed in 29-CA-4222
- 4. 1.75 Charge filed in 29-CA-4232
- 5. 1.75 Charge filed in 29-CA-4332
- 6.12.75 Regional Director's Order Consolidating Cases, Complaint
and Notice of Hearing, dated
- 6.24.75 Arkay Packaging Corp.'s Answer, received
- 7.17.75 Regional Director's Order Rescheduling Hearing, dated
- 9.12.75 Arkay Packaging Corp.'s letter requesting postponement
of hearing, dated
- 9.19.75 Regional Director's Order Rescheduling Hearing, dated
- 10. 6.75 Petitioners' telegram requesting a postponement of
hearing, dated
- 10. 8.75 Regional Director's Order Rescheduling Hearing, dated
- 10.30.75 Acting Regional Director's Order Rescheduling Hearing, dated
- 11.25.75 Petitioners' telegram requesting a postponement of
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- 11.26.75 Order denying request for postponement, dated
- 11.29.75 Arkay Packaging Corp.'s Amended Answer, dated
- 12. 1.75 Hearing opened
- 12. 2.75 Hearing closed
- 2. 6.76 Administrative Law Judge's Decision issued
- 2.17.76 Arkay Packaging Corp.'s letter requesting an extension of
time to file exceptions and brief, dated
- 2.18.76 Petitioner Local 51's mailgram objecting to Arkay Packaging
Corp.'s request for extension of time to file exceptions
and brief, dated

Order Consolidating Cases, Complaint,
and Notice of Hearing (dated June 12, 1975)

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29

3A

ARKAY PACKAGING CORPORATION

and

CASES NO. 29-CA-4222

LOCAL 51, NEW YORK PRINTING PRESS-
MEN & OFFSET WORKERS, INTERNATIONAL
PRINTING & GRAPHIC COMMUNICATIONS
UNION, AFL-CIO

LOCAL NO. 23, NEW YORK PRINTING
ASSISTANTS AND OFFSET WORKERS,
INTERNATIONAL PRINTING & GRAPHIC
COMMUNICATIONS UNION, AFL-CIO

29-CA-4282

LOCAL 1, INTERNATIONAL PRINTING &
GRAPHIC COMMUNICATIONS UNION,
AFL-CIO

29-CA-4332

ORDER CONSOLIDATING CASES, COMPLAINT, AND NOTICE OF HEARING

It having been charged in Case No. 29-CA-4222 by Local 51, New York Printing Pressmen & Offset Workers, International Printing & Graphic Communications Union, AFL-CIO, herein called Local 51, in Case No. 29-CA-4282 by Local No. 23, New York Printing Assistants and Offset Workers, International Printing & Graphic Communications Union, AFL-CIO, herein called Local 23, and in Case No. 29-CA-4332 by Local 1, International Printing & Graphic Communications Union, AFL-CIO, herein called Local 1, that Arkay Packaging Corporation herein called Respondent, has engaged in, and is engaging in, certain unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, as amended 29 U.S.C., Sec. 151, et seq., herein called the Act, the General Counsel of the National Labor Relations Board, herein called the Board, by the undersigned Regional Director for Region 29, having duly considered the matter and deeming it necessary in order to effectuate the purposes of the Act, and to avoid unnecessary costs or delay,

HEREBY ORDERS, pursuant to Section 102.33 of the Board's Rules and Regulations - Series 8, as amended, that these cases be, and they hereby are, consolidated.

Said cases having been consolidated, the General Counsel of the Board, on behalf of the Board, by the undersigned Regional Director, pursuant to Section 10(b) of the Act and the Board's Rules and Regulations - Series 8, as amended, Section 102.15 hereby issues this Consolidated Complaint, and Notice of Hearing and alleges as follows:

1. The Charge in Case No. 29-CA-4222 was filed by Local 51 on February 18, 1975, and served by registered mail upon Respondent on February 18, 1975.

The Charge in Case No. 29-CA-4282 was filed by Local No. 23 on April 1, 1975 and served by registered mail upon Respondent on April 1, 1975.

The Charge in Case No. 29-CA-4332 was filed by Local 1 on May 1, 1975, and served by registered mail upon Respondent on May 1, 1975.

2. Respondent is, and has been at all times material herein, a corporation duly organized under, and existing by virtue of, the laws of the State of New York.

3. At all times material herein Respondent has maintained its principal office and place of business at 22 Arkay Drive, in the Town of Hauppauge, County of Suffolk, and State of New York, herein called the plant where it is, and has been at all times material herein, engaged in the manufacture, sale and distribution of paper cartons, wrapping materials, labels, and related products

4. During the past year, which period is representative of its annual operations generally, Respondent in the course and conduct of its business operations, manufactured, sold and distributed at its plant,

5A

products valued in excess of \$1,000,000, of which products valued in excess of \$50,000 were shipped from said plant in interstate commerce directly to states of the United States other than the state in which it is located.

5. Respondent is, and has been at all times material herein, an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

6. (a) Local 51, Local 23, and Local 1, are and have been at all times material herein, labor organizations within the meaning of Section 2(5) of the Act.

(b). Local 119B, Graphic Arts International Union, AFL-CIO, herein called Local 119B is and has been at all times material herein a labor organization within the meaning of Section 2(5) of the Act.

7. (a) Howard Kaneff, Howard Bates and Albert Roche are, and have been at all times material herein, the President, Vice President and Treasurer, respectively, of Respondent, acting on its behalf, and agents thereof.

(b) John Rizzo, Plant Superintendent and Al Levin, Printing Plant Supervisor, are and have been at all times material herein, agents of Respondent acting on its behalf, and supervisors thereof.

8. (a) All printing pressmen employees of Respondent employed at its plant, exclusive of all supervisors as defined in Section 2(11) of the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 2(5) of the Act.

(b) At all times material herein Local 51 has been and is/ now, the exclusive representative of all the employees in the unit described above in subparagraph (a) for the purposes of collective bargaining.

9. At all times material herein Respondent and Local 51 were parties to a Memorandum of Agreement commencing March 4, 1974 and continuing to March 3, 1975 whereunder, inter alia Respondent recognized Local 51 as the collective bargaining representative of its employees in the unit described above in paragraph 8 and Respondent agreed to be bound by Local 51's collective bargaining agreement with the Printer's League.

10. (a) All printing press assistants employees of Respondent employed at its plant, exclusive of all supervisors as defined in Section 2(11) of the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

(b) At all times material herein Local 23 has been and is now the exclusive representative of all the employees in the unit described above in subparagraph (a) for the purposes of collective bargaining.

11. At all times material herein, Respondent and Local 23 were parties to a Memorandum of Agreement, commencing May 1, 1974 and continuing to April 30, 1975, whereunder, inter alia, Respondent recognized Local 23 as the collective bargaining representative of its employees in the unit described above in subparagraph 10, 1, Respondent agreed to be bound by Local 23's collective bargaining agreement with the Printer's League.

12. (a) All paperhandler employees of Respondent employed at its plant, exclusive of all supervisors as defined in Section 2(11) of the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

(b) At all times material herein Local 1 has been and is now, the exclusive representative of all the employees in the unit described

above in subparagraph (a), for the purposes of collective bargaining.

7 A

13. At all times material herein, Respondent and Local 1 were parties to a Memorandum of Agreement dated June 11, 1974, whereunder inter alia Respondent recognized Local 1 as the collective bargaining representative of its employees in the unit described above in paragraph 12.

14. On or about June 11, 1974, the employees of Respondent represented by Local 119B ceased work concertedly, and went out on a strike, and since said date, have continued to engage in such concerted work stoppage and strike.

15. On or about July 1, 1974, the employees of Respondent represented by Local 51, Local 23, and Local 1, ceased work concertedly, and since said date have continued to engage in such concerted work stoppage.

16. The concerted work stoppage described above in paragraph 15 was prolonged by the unfair labor practices of Respondent described below in paragraphs 17 through 28.

17. On or about November 27, 1974, and January 31, 1975, and on various other dates presently unknown, in the months of November and December 1974, and January 1975, Respondent, by its Plant Superintendent John Rizzo, and its Printing Supervisor Al Levin, and by other supervisors and agents, presently unknown, solicited its employees engaged in the concerted work stoppage described above in paragraph 15 to return to work but conditioned such return on their abandonment of Local 23 or Local 1 and stated that they would be members of another labor organization.

18. On or about November 27, 1974 and on various other dates presently unknown during the months of November and December, 1974, and January 1975, Respondent, by John Rizzo, its Plant Superintendent and its agent and supervisor, and by other agents and supervisors presently unknown, offered

and promised its employees promotions to induce them to refrain from remaining members of Local 23, and to induce them to become members of another labor organization, and to refrain from giving any assistance or support to Local 23.

19. On or about January 23, 1975 Local 51 requested Respondent to bargain collectively with it with respect to rates of pay, wages, hours of employment and other terms and conditions of employment of the employees in the unit described above in paragraph 8.

20. On or about February 4, 1975 Respondent refused, and since said date has continued to refuse to recognize and to bargain collectively with Local 51 as the exclusive collective bargaining representative of Respondent's employees in the unit described above in paragraph 8.

21. On or about March 25, 1975, Local 23 requested Respondent to bargain collectively with it with respect to rates of pay, wages, hours of employment and other terms and conditions of employment of the employees in the unit described above in paragraph 10.

22. On or about March 25, 1975, Respondent refused, and since said date, has continued to refuse to recognize and bargain collectively with Local 23 as the exclusive collective bargaining representative of Respondent's employees in the unit described above in paragraph 10.

23. On or about April 5, 1975 Local 1 requested Respondent to bargain collectively with it with respect to rates of pay, wages, hours of employment and other terms and conditions of the employees in the unit described in paragraph 12.

24. On or about April 22, 1975, Respondent refused, and since said date has continued to refuse, to recognize and to bargain collectively with Local 1 as the exclusive collective bargaining representative

of Respondent's employees in the unit described above in paragraph 12.

25. Respondent engaged in the acts described above in paragraphs 17 and 18 in order to undermine Locals 23 and 51 and to destroy their majority status among the employees in the units described above in paragraphs 8 and 10.

26. By the acts described above in paragraphs 17, 18, 20, 22 and 24 and by each of said acts, Respondent interfered with, restrained and coerced, and is interfering with, restraining and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, and thereby engaged in and is engaging in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and Section 2(6) and (7) of the Act.

27. By the acts described above in paragraphs 17, 18, 20, 22 and 24 and by each of said acts, Respondent refused to bargain collectively, and is refusing to bargain collectively with the representatives of its employees, and thereby engaged in, and is engaging in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and Section 2(6) and (7) of the Act.

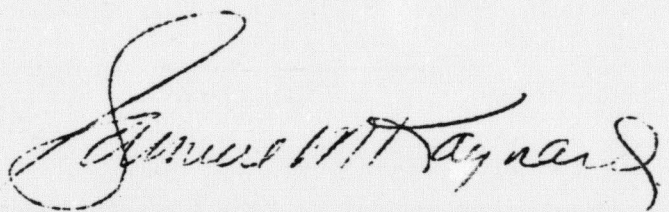
28. The acts of Respondent described above in paragraphs 17, 18, 20, 22 and 24 occurring in connection with the operations of Respondent described above in paragraphs 2 through 5 have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

PLEASE TAKE NOTICE that on the 21st day of July, 1975, at 11 a.m. at 16 Court Street, fourth floor, in the Borough of Brooklyn, City and State of New York, and consecutive days thereafter until concluded, a hearing will be conducted before a duly designated Administrative Law Judge

of the National Labor Relations Board on the allegations set forth in the above Complaint, at which time and place you will have the right to appear 10A
in person, or otherwise, and give testimony. Form NLRB-4668, Statement Of Standard Procedures In Formal Hearings Held Before The National Labor Relations Board In Unfair Labor Practice Cases, is attached.

YOU ARE FURTHER NOTIFIED that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, the Respondent shall file with the undersigned Regional Director, acting in this matter as agent of the National Labor Relations Board, an original and four (4) copies of an answer to the said Complaint within ten (10) days from the service thereof, and that unless it does so, all the allegations in the Complaint shall be deemed to be admitted by it to be true and may be so found by the Board. Immediately upon the filing of its answer, Respondent shall serve a copy thereof on each of the other parties.

Dated at Brooklyn, New York, this 12th day of June, 1975.



Samuel M. Kaynard
Regional Director, Region 29
National Labor Relations Board
16 Court Street
Brooklyn, New York 11241

Amended Answer of Respondent Arkay Packaging
Corporation (dated November 29, 1976)

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29

ARRAY PACKAGING CORPORATION

and

LOCAL 51, NEW YORK PRINTING PRESSMEN
& OFFSET WORKERS, INTERNATIONAL
PRINTING & GRAPHIC COMMUNICATIONS
UNION, AFL-CIO

CASES NO. 29-CA-4222

LOCAL 23, NEW YORK PRINTING
ASSISTANTS AND OFFSET WORKERS,
INTERNATIONAL PRINTING & GRAPHIC
COMMUNICATIONS UNION, AFL-CIO

NO. 29-CA-4222

LOCAL 1, INTERNATIONAL PRINTING &
GRAPHIC COMMUNICATIONS UNION,
AFL-CIO

NO. 29-CA-4332

AMENDED ANSWER OF RESPONDENT ARRAY PACKAGING CORPORATION

The Respondent, Array Packaging Corporation, by its attorney, Hugh F. Husband, Jr., for an Amended Answer to the Complaint heretofore filed in the above captioned matter:

1. Denies each and all of the allegations contained in paragraphs 7, 8, 9, 10, 11, 12, 13, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28.

For a further separate and complete affirmative defense, Respondent alleges as follows:

1. At no time in 1975 or at any other time material herein, did Local 51 represent a majority of the employees of the Respondent in any appropriate bargaining unit in the Respondent's plant in Sauganogue, New York.

2. By valid objective considerations, the employer was made aware of the fact that Local 31 did not represent a majority of the employees in any appropriate bargaining unit in the Respondent's plant in Hauppauge, New York at any time in 1975 or at any other time material herein.

3. At no time in 1975 or at any other time material herein, did Local 23 represent a majority of the employees of the Respondent in any appropriate bargaining unit in the Respondent's plant in Hauppauge, New York.

4. By valid objective considerations, the employer was made aware of the fact that Local 23 did not represent a majority of the employees in any appropriate bargaining unit in the Respondent's plant in Hauppauge, New York at any time in 1975 or at any other time material herein.

5. At no time in 1975 or at any other time material herein, did Local 1 represent a majority of the employees of the Respondent in any appropriate bargaining unit in the Respondent's plant in Hauppauge, New York.

6. By valid objective considerations, the employer was made aware of the fact Local 1 did not represent a majority of the employees in any appropriate bargaining unit in the Respondent's plant in Hauppauge, New York at any time in 1975 or at any other time material herein.

WHEREFORE, it is respectfully requested that the
Complaint herein be dismissed.

Hugh P. Husband, Jr.
Attorney for Respondent
P.O. Box 936
Bridgehampton, New York 11932

DATED: November 19, 1975
Bridgehampton, New York 11932

CERTIFICATE OF SERVICE

I hereby certify that I have on this 29th day of
November, 1975 served the foregoing Answer upon the parties
of interest listed below or upon counsel where known, by
placing copies of same in the United States Mail, postage
prepaid and addressed to such party or counsel.

By: _____
HUGH P. HUSBAND, JR.

Local 51
New York Printing Pressmen & Offset
Workers Union, IP & CCU, AFL-CIO
100 Park Avenue South
New York, New York 10003

Local 13
New York Printing Press Assistants & Offset
Workers Union, IP & CCU, AFL-CIO
212 West 15th Street
New York, New York 10011

Local 1
International Printing & Graphic Communications Union
150 Nassau Street
New York, New York 10038

Decision and Order of National Labor
Relations Board (dated December 17, 1976)

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

ARKAY PACKAGING CORPORATION

and

Case 29--CA--4222

LOCAL 51, NEW YORK PRINTING
PRESSMEN & OFFSET WORKERS,
INTERNATIONAL PRINTING &
GRAPHIC COMMUNICATIONS UNION,
AFL--CIO

and

Case 29--CA--4282

LOCAL NO. 23, NEW YORK PRINTING
ASSISTANTS AND OFFSET WORKERS,
INTERNATIONAL PRINTING &
GRAPHIC COMMUNICATIONS UNION,
AFL--CIO

and

Case 29--CA--4332

LOCAL 1, INTERNATIONAL PRINTING
& GRAPHIC COMMUNICATIONS UNION,
AFL--CIO

DECISION AND ORDER

On February 6, 1976, Administrative Law Judge James L. Rose issued the attached Decision in this proceeding. Thereafter, the Respondent filed exceptions and a supporting brief.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and brief and has decided to affirm only so much of that Decision as is consistent with this Decision and Order. We find no error, however, in his rulings on evidentiary or procedural matters.

We do not agree with the Administrative Law Judge that Respondent's refusal to negotiate new contracts with each of the Charging Parties violated Section 8(a)(5) of the Act. Respondent rejected each of the Union's requests for negotiations on the ground that it no longer represented a majority of employees in the bargaining unit which it represented. Although concluding that the circumstances obtaining at the time "reasonably cast serious doubt on each union's continued majority status," the Administrative Law Judge nevertheless found violations on the ground that the General Counsel had demonstrated that each Union in fact continued to represent a majority in its bargaining unit.

No exceptions have been taken to the Administrative Law Judge's finding to the effect that a reasonably based doubt existed as to the majority status of each Union, and we adopt this finding. But we need not, and do not, rely entirely on the absence of exceptions as a reason for adopting this conclusion of the Administrative Law Judge. We find it to be completely justified by the record, a view which the General Counsel apparently shares as evidenced by his failure to except. The following recapitulation by the Administrative Law Judge demonstrates this supportive evidence:

Having had status as the recognized bargaining agent for the employees in its respective unit, each union had a rebuttable presumption of continued majority status. I conclude, however, that events following July 1, 1974, rebut the presumption. After the employees began honoring the Local 119B picket line, the Respondent wrote each union to the effect that its members would be replaced. These communications went unanswered. Thereafter, the Respondent in

fact hired replacements. Importantly, none of the three unions made any effort to contact the Respondent or to police its collective-bargaining agreement after July 1974. It is reasonable to conclude that none of the three unions in fact had been designated by any of the replacements, nor is there evidence to the contrary. This and their apparent lack of interest for several months, reasonably cast serious doubt on each union's continued majority status.

The dissent offers nothing that refutes the factual basis for this conclusion or its logic. Surely, the fact that the Unions appeared between January and April 1975 to request negotiation of a new contract--after many months of silence by both the striking employees and the Unions and without any expression or claim by the Unions of support by the strikers or an indication even that those employees, long since replaced, had any interest in further employment with Respondent--cannot be regarded as an assurance to Respondent by the Unions of their representative status in the bargaining units involved.

It is equally clear that, not having heard from the 17 or 18 strikers themselves since July 1974, Respondent could reasonably question both the measure of their support for the Unions as well as their interest in reemployment within the bargaining units.

As for the 11 striker replacements,^{1/} we would not, contrary to the dissent, charge Respondent, in fact or in law, with a belief that they desired representation by the Unions. The dissent would do so on the theory that "the Board has long held that new employees will be presumed to support a union in the same ratio as those whom they have replaced." This presumption has been held to obtain in the normal turnover situation, such as is found in Lavstrom

^{1/} Respondent claims, and the Administrative Law Judge's Decision indicates, that some positions once held by strikers may no longer exist.

Manufacturing Co.^{2/} which the dissent cites. But, in the strike situation present in this case, it would be wholly unwarranted and unrealistic to presume as a matter of law that, when hired, the replacements for the union employees who had gone out on strike favored representation by the Unions to the same extent as the strikers.^{3/} The facts certainly would not support such a presumption. And since the replacements' hiring, no more has been heard from them to demonstrate any degree of union support than has been heard from the strikers. There is, therefore, at least as much justification for not indulging in a presumption that the replacements favor the Unions and for finding that Respondent had reasonable grounds for not believing that to be so, as there is for finding, as we have, that it was reasonable for Respondent to question the continued union adherence of the striking employees.

In all the circumstances, we are satisfied that Respondent did have an objective basis for a reasonably based doubt as to the Unions' continued majority status.

Establishment of this reasonably based doubt constitutes a complete defense to the allegations of unlawful refusals to bargain herein and it is unnecessary

^{2/} 151 NLRB 1482 (1966).

^{3/} See, for example, the Board's observation in Peoples Gas System, Inc., 214 NLRB 944, 947 (1974), that:

While it is of course possible that the replacements, who had chosen not to engage in the strike activity, might nevertheless have favored union representation, it was not unreasonable for Respondent to infer that the degree of union support among those employees who had chosen to ignore a Union-sponsored picket line might well be somewhat weaker than the support offered by those who had vigorously engaged in concerted activity on behalf of Union-sponsored objectives.

This view is as valid in the circumstances of this case as it was in Peoples Gas even if, as the dissent asserts, the facts are not identical.

to proceed to ascertain whether each Union in fact enjoyed majority status.^{4/}

In the words of the Court of Appeals for the Sixth Circuit in N.L.R.B. v. Dayton Motels, Inc., d/b/a Holiday Inn of Dayton:^{5/}

[E]ven if the Union is proved to be actually representative of a majority, the employer is not guilty of a Section 8(a)(5) violation if the employer had a reasonably-grounded belief that the Union did not represent an uncoerced majority of its employees. . . . A good-faith doubt exculpates the employer even if the Union in fact represented a majority of the employees.

We shall therefore dismiss the complaint in its entirety.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the complaint herein be, and it hereby is, dismissed in its entirety.

Dated, Washington, D.C. December 17, 1976

John A. Penello, Member

Peter D. Walther, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

^{4/} Bartenders, Hotel, Motel and Restaurant Employers Bargaining Association of Pocatello, Idaho, 213 NLRB 651 (1974).

^{5/} 474 F.2d 328, 331-332 (1973).

MEMBER JENKINS dissenting:

For the following reasons I disagree with my colleagues that the Respondent has established a legally sufficient defense to the instant refusal-to-bargain charges.

Briefly, the record shows that in 1974 Locals 51, 23, and 1, each admittedly representing an appropriate unit of the Respondent's employees, executed 1-year contracts which were to expire on March 3, 1975 (Local 51), and April 30, 1975 (Locals 23 and 1). In July 1974, following execution of these agreements, virtually all of the member-employees represented by the three Unions engaged in economic strike activity, and, upon notice to their respective Unions, Respondent replaced the strikers. Apparently, only one of the strikers returned to work behind the Unions' picket line and he continued to pay union dues. The Unions neither responded to the Respondent's letters warning of replacement, nor appeared to assert an active role in policing their bargaining agreements, each of which contained union-security provisions. Indeed, there is no evidence that any of the 11 or so individuals who replaced the 18 nonsupervisory member-employees became union members. Nor is there evidence to the contrary.

In any event, between January and April 1975, each of the Unions served timely notice of its desire to negotiate a new agreement. In response to these demands, the Respondent notified each Union—Local 51 on February 4, Local 23 on March 25, and Local 1 on April 22—that it was withdrawing recognition because "valid, objective considerations" indicated that none of the Unions represented a majority. Thereafter, each Union filed the instant 8(a)(5) and (1) charges.

Of course, at the time of the withdrawals of recognition, none of the three contracts had expired. Thus, during this time each Union was entitled to a rebuttable presumption of continued majority status. See, e.g., Shamrock Dairy, Inc., 119 NLRB 998, 1002 (1957), and 124 NLRB 494 (1959), enfd. 280 F.2d 665 (C.A.D.C., 1960), cert. denied 364 U.S. 892. Such midterm withdrawal of recognition establishes a prima facie case of unlawful 8(a)(5) misconduct. And to rebut the presumption of majority status, an employer must affirmatively establish that the union in fact no longer represented a majority, or that its refusal was predicated upon objective circumstances justifying a reasonable doubt of the union's majority status. See, e.g., Terrell Machine Company, 173 NLRB 1480, 1480--81 (1969), enfd. 427 F.2d 1088 (C.A. 4, 1970). As shown here, the Respondent rested its defense on the Celanese rule—that is, a reasonable doubt based on valid objective considerations.^{6/}

But, while fairly articulating the Respondent's defense in accord with the foregoing familiar principles, the Administrative Law Judge erred in describing the General Counsel's burden in meeting the Respondent's asserted good-faith doubt. As my colleagues point out, the Administrative Law Judge's error stems from his literal interpretation of Taft Broadcasting, WDAF-TV, AM-FM, 201 NLRB 801 (1973). As subsequently interpreted by this Board, it is

^{6/} Celanese Corporation of America, 95 NLRB 664, 671--672 (1951). Indeed, while the Respondent asserted that none of the Unions represented a majority of the employees, in its brief it maintains that inquiry into the actual representative status (or lack thereof) of each Union is irrelevant in disposing of the issues at hand. Moreover, the Respondent attacks the Administrative Law Judge's efforts to establish the actual majority status of each union as "speculation," and beyond the issues as framed. As explained more fully below, I agree that the Respondent was neither required to establish in defense of its conduct, nor has established, that the unions no longer represented a majority in their respective units.

now clear that under Taft the General Counsel does not bear the burden of proving actual majority status, but rather it is the Respondent who must establish the existence of those valid objective considerations on which its doubt is based. See, e.g., Bartenders, Hotel, Motel and Restaurant Employers Bargaining Association, supra. In sum, as the Respondent correctly notes in its brief, the question is not whether each union enjoyed a majority status, but whether its "doubt of majority status was in 'good faith'" ^{7/} and was based on valid 'objective considerations,' as Respondent asserts it was. And although misapplying Board precedent elsewhere in his Decision, at the outset of his analysis, the Administrative Law Judge recognized that, aside from actual majority standing, the remaining question was whether, "in any event, the Company did not have valid objective reasons for withdrawing recognition." That is the question before us, and, in my view, the majority has failed to provide a legally sufficient answer.

The thrust of the Respondent's contention is that "none of the 3 Unions attempted to have any contact with the [Respondent] for over a six month period after the replacements had occurred." However, it is abundantly clear that, at the critical time when, in February, March, and April, the Respondent withdrew recognition, the Unions had duly notified the Respondent of their desire to negotiate new contracts to replace the 1-year agreements. Thus, the record itself refutes the Respondent's contention that the Unions had abandoned interest in the units.

The Respondent further asserts that there is no evidence that the 11 employees who replaced the 18 striking employees became union members, or were

^{7/} Although even the Board continues to employ the term "good faith," it is plain from the decisions that what is meant is "reasonable" doubt, and not the subjective state of mind of the employer.

required to do so. But the Board has long held that new employees will be presumed to support a union in the same ratio as those whom they have replaced. See, e.g., Laystrom Manufacturing Co., 151 NLRB 1482, 1484-85 (1966). And, aside from its suspicions regarding the 6-month hiatus before the Unions demanded new negotiations, supra, the Respondent has offered no evidence to rebut this presumption.

Nonetheless, my colleagues decided not to "hold the Respondent to a belief that the 11 replacements desired representation by the Unions," in part because this is not a "normal" turnover situation, relying on Peoples Gas System, Inc., 214 NLRB 944 (1974). But this logic is faulty for two obvious reasons: First, the test applicable here is the validity of the Respondent's objective reasons for doubting the Unions' majority status in rebutting the presumption, and not its subjective reasons for asserting that the presumption does or does not apply. For the presumption applies as a matter of law, and the Respondent assumes the burden of rebutting it. Second, the majority's reliance on Peoples Gas is misplaced. There the Board noted that turnover following an unsuccessful strike raised a mere inference of loss of majority which became an objective consideration only when coupled with additional "tangible" evidence that union financial support had dropped sharply; the composition of the bargaining unit had changed substantially under circumstances indicating a decline in union support; and a radical change in bargaining strategy revealed a total lack of confidence in the union. None of the foregoing attendant circumstances is present in this case to provide some evidentiary basis for the turnover consideration. And without conceding the point, if, as the majority suggests, turnover following an unsuccessful strike is alone sufficient to overcome the

Laystrom presumption, I believe that it is important to note that in the instant case only one of the strikers returned to work, whereas in Peoples Gas apparently a substantial number of the striking employees broke rank and returned to their jobs. In sum, without some firm evidence of employee dissatisfaction with their present bargaining representatives, I find nothing in this record to suggest that the incumbent employees were less desirous of union representation than were the employees they replaced. Compare Peoples Gas, supra.

In my opinion, it is one thing to say that a presumption of majority status has been successfully rebutted and quite another to suggest, as do my colleagues, that the Union was not even entitled to the benefit of the presumption in the first place. Under the latter approach the whole purpose of the presumption is negated because it shifts the whole burden of proof from the one charged with rebutting the presumption to the one seeking to claim it. The unreasonableness of this standard perhaps can best be demonstrated by the way the majority has applied it to the economic strikers vis-a-vis the striker replacements. In denying the Union the presumption of majority status on the basis of the contract, the majority points to circumstances which they believe demonstrate a lack of interest among the economic strikers in further representation by the Union or in continued employment with the Respondent. But, when it comes to dealing with the union sentiments of the striker replacements, they are quite willing to presume that a majority of such individuals would not have supported the Union even though there is absolutely no affirmative evidence upon which to base this conclusion or for that matter the reverse of it.^{8/} If this is to be

^{8/} I would think that if the majority is going to indulge in the speculation that the striker replacements are opposed to the Union, they would give
(continued)

the manner in which my colleagues henceforth will determine the applicability of the presumption of continuing majority status on the basis of contract, then the value of the presumption is, to say the very least, seriously impaired.

Simply stated, the Respondent has failed to present valid objective considerations sufficient to support a reasonable doubt of each Union's continued representative status. Accordingly, I find that the Respondent has failed and refused to bargain with Locals 51, 23, and 1, as found by the Administrative Law Judge.

Dated, Washington, D.C.

December 17, 1976

Howard Jenkins, Jr., Member

NATIONAL LABOR RELATIONS BOARD

8/ equal recognition to the fact that economic strikers are considered to be included in the unit for all purposes absent specific evidence that they have abandoned their employment. See C. H. Guenther & Son, Inc., d/b/a Pioneer Flour Mills, 174 NLRB 1202 (1969). If the economic strikers here were counted as part of the unit, as they should be, then there would be nothing to warrant the conclusion that Respondent had a reasonable doubt as to the Union's continuing status as majority representative.

Decision of Administrative Law Judge
James L. Rose (dated February 6, 1976)

JD-84-76
Brooklyn, NY

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

ARKAY PACKAGING CORPORATION

and

Case 29-CA-4222

LOCAL 51, NEW YORK PRINTING PRESSMEN
& OFFSET WORKERS, INTERNATIONAL
PRINTING & GRAPHIC COMMUNICATIONS
UNION, AFL-CIO

an

Case 29-CA-4282

LOCAL NO. 23, NEW YORK PRINTING
ASSISTANTS AND OFFSET WORKERS,
INTERNATIONAL PRINTING & GRAPHIC
COMMUNICATIONS UNION, AFL-CIO

and

Case 29-CA-4332

LOCAL 1, INTERNATIONAL PRINTING
& GRAPHIC COMMUNICATIONS UNION,
AFL-CIO

Howard Edelman, Esq., for the
General Counsel.
Hugh P. Husband, Esq., for Respondent.
Julius Seide, Business Representative,
Local 51, AOB Charging Parties.

DECISION

Statement of the Case

JAMES L. ROSE, Administrative Law Judge: This matter was heard on December 1 and 2, 1975, in Brooklyn, New York. In general terms, the General Counsel alleged that the Respondent withdrew recognition of, and refused to bargain with, the three Charging Party Unions when their respective contracts expired in 1975 in violation of Section 8(a)(5). An independent 8(a)(1) violation is also alleged.

Upon the record as a whole, including my observation of the witnesses, briefs and arguments of counsel, I make the following:

I. FINDINGS OF FACT

A. The Business of the Responder.

The Respondent is a New York corporation maintaining its principal office and place of business at 22 Arcade Drive in the town of Hauppauge, County of Suffolk, State of New York, and is engaged in the manufacture, sale and distribution of paper cartons, wrapping materials, labels and related products. The Company produces and distributes products valued in excess of \$1,000,000, of which products valued in excess of \$50,000 during the preceding year were shipped from its facility in interstate commerce directly to points outside the State of New York. The Company admits, and I find, that it is an employer engaged in commerce within the meaning of Sections 2(2), 2(6) and 2(7) of the Act.

B. The Labor Organizations Involved

The Respondent admits, and I find, that Local 51, New York Printing Pressmen & Offset Workers, International Printing & Graphic Communications Union, AFL-CIO; Local No. 23, New York Printing Assistants and Offset Workers, International Printing & Graphic Communications Union, AFL-CIO; and Local 1, International Printing & Graphic Communications, AFL-CIO, are labor organizations within the meaning of Section 2(5) of the Act.

C. The Alleged Unfair Labor Practices

By way of background, the findings set forth in Judge Thomas Bracken's decision in Case No. 29-CA-3992, affirmed by the Board in Arkay Packaging Corporation, 221 NLRB No. 10, issued on October 24, 1975, are noted.

The factual situation surrounding that case is antecedent to the instant matter. Briefly, the Company is involved in the manufacture of carton and other paper products, and for a number of years its employees have been represented by seven different unions with whom it negotiated collective-bargaining agreements. Until 1974 the Company had belonged to the Printers' League Section of the Printing Industries of Metropolitan New York which organization negotiated contracts with the three Charging Party Unions as well as Local 119B Graphic Arts International Union, AFL-CIO, the Charging Party in the referenced case.

In 1974, the Respondent gave timely notice of its withdrawal from the employer association and thereafter had separate negotiations at least with the three Charging Party Unions and Local 119B.

The Respondent does not dispute that it entered into one year contracts with each of the three Charging Party Unions in the spring of 1974, the agreements expiring in March and April 1975. ^{1/}

^{1/} Local 51's contract expired March 3, 1975; Local 23's contract expired April 30, 1975; and Local 1's contract expired April 30, 1975.

Apparently the Respondent was unable to reach a similar agreement with Local 119B during negotiations in 1974 and on June 10, 1974, members Local 119B engaged in an economic strike and placed pickets signs at the plant gate.

For a short time members of the three Charging Party Unions crossed the picket line and continued to work.

However, during this period there were a number of incidents, including that on crossing the picket line, employees were called "scabs." Each of the employees who testified at the hearing also stated that on one or more occasions they had found nails in the tires of their respective cars. Some employees received anonymous calls wherein generalized threats against them and their families were made.

There was a meeting at which vice president Bates told the employees that the Company would do everything in its power to protect them and their property when they came to work. The Company also hired a private protection agency and on occasions there were Suffolk County police at the plant gate.

During this period individual members of the Charging Party Unions contacted their respective business agents inquiring as to what they should do or what their rights were with regard to the picketing by Local 119B.

Each business agent who testified in this matter stated that when such contact was made, his response was that the union had a contract with the Respondent which had to be honored and that any determination by the employee, presumably concerning whether or not to honor the picket line, would have to be an individual thing.

Thus on or about July 1, 1974, perhaps with notice although there is some indication that it might have occurred spontaneously, members of the Charging Party Unions gathered before work in the parking lot of a lodge near the Company's plant. At this time there was a general discussion concerning what the employees should do.

According to the testimony of the employees, it was determined by a majority of each of the union groups that they would cease working and honor the picket line. This fact was communicated then to their respective business agents, who, in turn, contacted the Company.

Thus most of the members of Local 51, 23 and 1 ceased working on or about July 1, and had not returned to the date of the hearing.

The General Counsel alleges, and I find, that in ceasing work on July 1, 1974, the employees were in fact engaging in concerted activity and were in effect supporting the Local 119B strike.

Thereafter, the Respondent sent a mailgram to each employee advising that if he did not return to work by July 8, he would be permanently replaced. The same general communication was sent to each of the Charging Parties.

There was then no contact between the employees or their Unions and the Company until sometime in 1975 when each of the Charging Parties wrote the Company advising that the contract was about to terminate and requesting a new contract.

In each case the Company responded that inasmuch as there was substantial objective evidence that the union no longer represented a majority of the employees in the particular bargaining unit, it would refuse to bargain for a new contract.

During the period following July 1974, at least one Local 51 member continued to work and the Company continued to make appropriate deductions from his wages for union dues, contributions to the vacation fund and health and welfare payments, all of which were remitted to the appropriate union trust account.

There is also credible evidence that following July 1, 1974, the Company commenced hiring permanent replacements. If not for specific members of Local 51, 23 and 1, at least the new employees were hired for the job functions which had been performed by members of those unions. Also, the Company hired replacements for Local 119B members, all of which is set forth in more detail in the first Arkay decision.

The Company, however, on hiring replacements did not notify any of the three Charging Party Unions that it had done so. Thus the Charging Parties had no way of knowing that new employees were working within the jurisdiction of their respective contracts. On the other hand, the Unions did not inquire concerning whether or not there were replacements. In any event, the Unions did not police their respective contracts, which include union shop clauses.

Finally, in connection with these events, Local 119B filed a joint petition with a Teamsters' local petitioning for a unit which appears to exclude the job functions performed by members of Local 51, 23 and 1, although such an interpretation is open to question.

One of the findings of an unfair labor practice committed by the Company in connection with the first Arkay case is that the Company had recognized and bargained with an employee committee, found to be a labor organization, at a time when there existed a question concerning a representation based upon the joint petition filed by Local 119B and the Teamsters.

The allegation of independent 8(a)(1) activity on the part of the Company in this matter is that a company agent tried to get an employee to quit his union and return to work.

Issue

The principal issue here is whether, on these facts, the Respondent violated its obligation to bargain with the three Charging Party Unions or any of them.

Analysis

There are two preliminary matters which the Respondent has brought into issue and which should be disposed of. Julius Seide, the business agent for Local 51, testified that in January 1975 he had a telephone conversation with Mr. Roche, a vice president and treasurer of the Company, concerning a request for negotiations. Roche denies ever having a conversation with Seide, and his counsel stated that at no time did Roche tell him about such conversation. While there is a conflict thus in this regard, it is concluded that whether or not a conversation such as described by Seide took place is not material to the resolution of this matter. Accordingly, no finding concerning it need be made. Local 51, Local 23 and Local 1, individually and in writing, did request the Respondent to negotiate new contracts upon the expiration of their 1974-1975 agreements, which the Company refused to do. Whether there were additional oral communications would make no difference.

Another issue concerns the supervisory status of three Local 51 members. From the undisputed testimony of Roche, these individuals do possess the power of supervision set forth in Section 2(11) of the Act. Their status, however, is not particularly material because, as will be shown below, even excluding them from the unit, the Union still represented a majority.

The principal issue here is whether or not a union's continued representative status is presumed where: the union has negotiated a series of collective-bargaining agreements; during the life of an agreement, its members cease working and honor another union's picket line; replacements are hired but are not required to join the union under the union shop clause; and the union has no contact with the company for more than 8 months after the members cease working. Under these circumstances can the Respondent deem the union to have lost its majority status? And if so, does the evidence establish that at the critical times each union in fact continued to represent a majority?

The Company argues that it had no obligation to bargain with any of the Charging Parties. Based upon valid objective considerations, the Company concluded that none of the three any longer represented the employees in the respective bargaining units for which they had been recognized.

On the other hand, the General Counsel argues that each union did continue to represent the majority of the employees in its bargaining unit, and, in any event, the Company did not have valid objective reasons for withdrawing recognition.

As the Board stated in Taft-Broadcasting, WDAF-TV, AM-FM, 201 NLRB, 801 at 802:

The legal principles relating to withdrawal of recognition of a bargaining representative are well settled. Absent special circumstances, a union enjoys an irrebuttable presumption of majority status for 1 year after certification. Thereafter, the presumption continues, but becomes rebuttable upon a sufficient showing to cast serious doubt on the union's continued majority status. At that point, the burden shifts to the General Counsel to prove that, on the critical date, the union in fact represented a majority of the employees. (Citations omitted)

Having had status as the recognized bargaining agent for the employees in its respective unit, each union had a rebuttable presumption of continued majority status. I conclude, however, that events following July 1, 1974, rebut the presumption. After the employees began honoring the Local 119B picket line, the Respondent wrote each union to the effect that its members would be replaced. These communications went unanswered. Thereafter, the Respondent in fact hired replacements. Importantly, none of the three unions made any effort to contact the Respondent or to police its collective-bargaining agreement after July 1974. It is reasonable to conclude that none of the three unions in fact had been designated by any of the replacements, nor is there evidence to the contrary. This and their apparent lack of interest for several months, reasonably cast serious doubt on each union's continued majority status.

I further conclude that the General Counsel has met his burden of proving that at the time the Respondent withdrew recognition, each Charging Party continued to represent a majority of the employees in its bargaining unit.

The initial question here concerns the status of the employees who honored the picket line and ceased working July 1974. If they are economic strikers, as I find, then even though they were replaced, nevertheless they were not displaced from the bargaining unit for purposes of determining the Union's continued majority status or the Employer's continued duty to bargain. Crimptex, Inc., and its affiliates French-Tex of Puerto Rico, Inc., Hamlet Industries, Inc., and Emtine, Inc., 211 NLRB No. 152.

Although the Employer stated that these employees breached their respective contracts by honoring the picket line, it apparently never took the position that they are not economic strikers.

While the Respondent wrote to each union, as well as to each employee, to the effect that they were breaching the contract, at no time did the Respondent discharge them for that reason. Nor does the Respondent contend that rather than being replaced economic strikers, they were in fact discharged for having breached their contract. 2/

2/ It is noted that the no-strike pledges here are identical and each is contained in the Arbitration Agreement of the respective contracts. There is no broad promise not to strike or not to honor another union's picket line. It is therefore unlikely that the Company's claim of a breach of contract would have been sustained in any event, inasmuch as no-strike pledges are narrowly construed. Where, as here, the no-strike clause is found in the arbitration agreement, such is considered coextensive with the grievance procedure - that is, that the union agrees only not to strike to force its position concerning a grievable issue. Such does not imply that the union or its members, waived their right to honor picket lines. See Gary-Hobart Water Corp. 210 NLRB 742. (1974).

Implicitly, therefore, the Company recognizes that these employees have the status of economic strikers. This means they could be replaced, as some were, but they must be counted when determining whether or not the union in question represented the majority of the employees in the appropriate bargaining unit as of the time the Respondent withdrew recognition.

There is no issue here as to whether the scope of the bargaining units set forth in the three contracts in question are inappropriate. Indeed, the Respondent, as well as the General Counsel and the Charging Parties, assume that the units set forth in the contract are appropriate. It is noted in this regard that a petition by Local 119B jointly with a Teamsters local in Case No. 29-RC-2717 purports to include most of the employees of the Respondent. The petition specifically excludes employees performing the functions that had been performed by members of the three Charging Party Unions.

Thus we come to the count. Again, the evidence appears to be essentially undisputed. It is assumed, absent evidence to the contrary, that each union member continued to designate his union as his bargaining representative. Taking Respondent's Exhibit 3, a list of the employee-members of the respective unions, as well as their replacements, the following is shown:

As of the first of July 1974, Local 1, the paper handlers, had four members. The Company states that the functions performed by these individuals have been absorbed by members of another union. It is not known how many employees of the other union are performing these functions but inasmuch as the Company vice president testified to a 20 percent reduction in business, it follows that the functions of the paper handlers would be performed by fewer than four employees. Accordingly, in this unit it would be fair to conclude that there are no more than three current employees who did not designate Local No. 1 and four nonworking employees who did. Therefore, Local No. 1 continued to enjoy majority status in its bargaining unit by a count of four out of seven.

Local 51, the pressmen, on July 1, 1974, had seven members of whom three were supervisors. The four employee-members who honored the picket line were replaced, according to the Company, by two other employees. Therefore, assuming those two did not designate Local 51, still Local 51 had a majority of four in a six-member unit.

Local 23, the letterpress operators, had seven members on July 1, 1974. The Company states that these seven have been replaced by six. Therefore, Local 23 has seven nonworking employee-members in a total unit of 13 and thus continued to be the majority representative.

These numbers of course are quite small. The closeness and almost artificial nature of the count lead to real questions concerning whether after the latter part of 1974 any of these three unions in fact had a majority. However, based upon the record before me, the essentially undisputed evidence with regard to the numbers, and the clear policy to include for determining continued representative status replaced economic strikers, it must be concluded that in fact each Charging Party, as of the time the Company withdrew recognition, represented a majority of employees in an appropriate bargaining unit.

I shall therefore recommend that the Respondent cease its withdrawal of recognition with regard to these three unions in their respective bargaining units and bargain with each upon request.

The Independent 8(a)(1) Activity

The only allegation of independent 8(a)(1) activity alleged concerns soliciting employees and promising employees benefits to induce them from remaining members in a charging party union or to refrain from giving assistance and support to the unions. This allegation apparently relates to a conversation that John Alessi had with Al Levin, who was a representative of the Respondent. Apparently Levin had called Alessi in late January 1975 and asked him to come back to work, saying at that time Local 51 no longer had a contract with the Company. While I find Alessi to be a very credible witness, I do not find anything in this conversation to be particularly sinister. Certainly it does not support the General Counsel's broad allegation that the Respondent engaged in a course of conduct to undermine any of the unions. Assuming the conversation took place, as stated, at best, it was a statement by someone still working for the Company concerning the Respondent's not unreasonable position that the contract with Local 51 had been abandoned. In any event, I do not believe that the quality of quantity of this evidence is sufficient to base an unfair labor practice finding. I will recommend the allegation not to have been sustained.

II. CONCLUSIONS OF LAW

1. The Respondent is engaged in commerce within the meaning of Sections 2(6) and (7) of the Act.

2. The Unions here involved, Local 51, New York Printing Pressmen & Offset Workers, International Printing & Graphic Communications Union, AFL-CIO; Local No. 23, New York Printing Assistants and Offset Workers, International Printing & Graphic Communications Union, AFL-CIO; and Local 1, International Printing & Graphic Communications Union, AFL-CIO, are labor organizations within the meaning of Section 2(5) of the Act.

3. By refusing since on or about February 4, 1975, to recognize and bargain collectively with Local 51 as the exclusive bargaining representative in an appropriate unit, the Respondent has engaged in an unfair labor practice within the meaning of Sections 8(a)(5) and (1) of the Act.

4. By refusing since on or about March 25, 1975, to recognize and bargain collectively with Local No. 23 as the exclusive collective-bargaining representative of its employees in an appropriate unit, the Respondent has engaged in an unfair labor practice within the meaning of Sections 8(a)(5) and (1) of the Act.

5. By refusing since on or about April 22, 1975, to recognize and bargain collectively with Local No. 1 as the exclusive collective-bargaining representative of its employees in an appropriate unit, it has committed an unfair labor practice within the meaning of Sections 8(a)(5) and (1) of the Act.

6. The General Counsel's allegations with regard to independent 8(a)(1) activity have not been sustained.

7. The aforesaid unfair labor practices, occurring in connection with the Respondent's business, are unfair labor practices affecting commerce within the meaning of Sections 2(6) and 2(7) of the Act.

III. THE REMEDY

Having found that the Respondent has engaged in certain unfair labor practices within the meaning of Sections 8(a)(5) and (1) of the Act, it will be recommended that the Respondent be ordered to cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

Upon the above findings of fact, conclusions of law and the entire record, and pursuant to Section 10(c) of the Act, I hereby issue the following recommended: 3/

ORDER

Respondent, Arkay Packaging Corporation, its officers, agents, successors and assigns, shall:

1. Cease and desist from:

(a) Refusing to recognize and bargain with Local 51, New York Printing Pressmen & Offset Workers, International Printing & Graphic Communications Union, AFL-CIO, in a unit of all printing pressmen employees of Respondent employed at its plant, exclusive of all supervisors within the meaning of Section 2(11) of the Act.

(b) Refusing to recognize and bargain with Local 23, New York Printing Assistants and Offset Workers, International Printing & Graphic Communications Union, AFL-CIO, in a unit of all press assistant employees of the Respondent employed at its plant, exclusive of all supervisors defined in Section 2(11) of the Act.

(c) Refusing to recognize and bargain with Local 1, International Printing & Graphic Communications Union, AFL-CIO, in a unit of all paper-handler employees of the Respondent employed at its plant, exclusive of all supervisors within the meaning of Section 2(11) of the Act.

2. Take the following affirmative action which is necessary to effectuate the policies of the Act:

(a) Upon request, recognize and bargain with Local 51, New York Printing Pressmen & Offset Workers, International Printing & Graphic Communications Union, AFL-CIO, in a unit of all printing pressmen employees of Respondent employed at its plant, exclusive of all supervisors within the meaning of Section 2(11) of the Act.

3/ In the event no exceptions are filed as provided by Section 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein, shall, as provided in Section 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

(b) Upon request, recognize and bargain with Local 23, New York Printing Assistants and Offset Workers, International Printing & Graphic Communications Union, AFL-CIO, in a unit of press assistant employees of the Respondent employed at its plant, exclusive of all supervisors defined in Section 2(11) of the Act.

(c) Upon request, recognize and bargain with Local 1, International Printing & Graphic Communications Union, AFL-CIO, in a unit of all paper-handler employees of the Respondent employed at its plant, exclusive of all supervisors within the meaning of Section 2(11) of the Act.

(d) Post at its plant in Hauppauge, New York, copies of the attached notice marked "Appendix." ^{4/} Copies of the notice on forms provided by the Regional Director for Region 29, after being duly signed by an authorized representative of the Respondent, shall be posted by the Respondent immediately upon receipt thereof and be maintained by it for 60 consecutive days thereafter in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(e) Notify the Regional Director for Region 29, in writing, within 20 days from the date of this Order, what steps have been taken to comply herewith.

Dated, Washington, D. C.



James L. Rose
Administrative Law Judge

^{4/} In the event the Board's Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall be changed to read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."



NOTICE TO EMPLOYEES



POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE UNITED STATES GOVERNMENT

WE WILL NOT refuse to recognize as the exclusive representative of employees in appropriate bargaining units, LOCAL 51, NEW YORK PRINTING PRESSMEN & OFFSET WORKERS, INTERNATIONAL PRINTING & GRAPHIC COMMUNICATIONS UNION, AFL-CIO; LOCAL NO. 23, NEW YORK PRINTING ASSISTANTS AND OFFSET WORKERS, INTERNATIONAL PRINTING & GRAPHIC COMMUNICATIONS UNION, AFL-CIO; and LOCAL 1, INTERNATIONAL PRINTING & GRAPHIC COMMUNICATIONS UNION, AFL-CIO.

WE WILL, upon request, recognize and bargain with LOCAL 51, NEW YORK PRINTING PRESSMEN & OFFSET WORKERS, INTERNATIONAL PRINTING & GRAPHIC COMMUNICATIONS UNION, AFL-CIO; LOCAL NO. 23, NEW YORK PRINTING ASSISTANTS AND OFFSET WORKERS, INTERNATIONAL PRINTING & GRAPHIC COMMUNICATIONS UNION, AFL-CIO; and LOCAL 1, INTERNATIONAL PRINTING & GRAPHIC COMMUNICATIONS UNION, AFL-CIO, as the exclusive representative of our employees and the appropriate bargaining units.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form, join, or assist any labor organization, to bargain collectively through representatives of their own choosing, or to engage in concerted activities for the purpose of collective bargaining or other mutual aid, or to refrain from any and all such activities, except to the extent that these rights may be affected by agreements in conformity with Section 8(a)(3) of the National Labor Relations Act.

ARKAY PACKAGING CORPORATION

Dated _____ By _____
(Representative) (Title)

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, 16 Court Street - 4th Floor, Brooklyn, NY 11241 (Tel. No. 212 - 596-5386)

General Counsel's Witnesses

BEFORE THE NATIONAL LABOR RELATIONS BOARD

36 A

REGION 29

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IN THE MATTER OF: :

ARKAY PACKAGING :

-and- :

LOCAL 51, NEW YORK PRINTING PRESSMEN & :
OFFSET WORKERS, INTERNATIONAL PRINTING & Case Nos.-
GRAPHIC COMMUNICATIONS UNION, AFL-CIO :29-CA-4222
29-CA-4332

LOCAL NO. 23, NEW YORK PRINTING ASSISTANTS :29-CA-4282
AND OFFSET WORKERS, INTERNATIONAL PRINTING &
GRAPHIC COMMUNICATIONS UNION, AFL-CIO :

LOCAL 1, INTERNATIONAL PRINTING & GRAPHIC :
COMMUNICATIONS UNION, AFL-CIO :

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16 Court Street
Brooklyn, New York

Monday, December 1, 1975

The above-entitled matter came on for hearing
pursuant to notice, at 11:20 a.m.

BEFORE: JAMES L. ROSE, Administrative Law Judge

APPEARANCES:

HOWARD EDELMAN, ESQ., Counsel for the General Counsel

HUGH HUSBAND, ESQ., Main Street, Bridgehampton, N.Y.,
AOBO Arkay.

JULIUS SEIDE, Business representative, Local 51,
200 Park Avenue S., New York,
New York, AOBO Charging Parties.

[P R O C E E D I N G S]

JUDGE ROSE: Let's go on the record now then, gentlemen.

The hearing will be in order.

This is a formal proceeding before the National Labor Relations Board in the matter of Arkay Packaging Corporation, Cases No. 29-CA-4222, 4282 and 4332.

The Administrative Law Judge conducting this hearing is James L. Rose.

Will counsel and other representatives for the parties state their appearances for the record.

MR. EDELMAN: Appearing for the General Counsel, your Honor, is Howard Edelman, E-d-e-l-m-a-n.

MR. SEIDE: Representing the unions, Julius Seide, business representative, Local 51.

MR. HUSBAND: Respresenting the Respondent, Hugh P. Husband, Jr., Main Street, Bridgehampton, New York.

JUDGE ROSE: Okay.

Thank you, gentlemen.

Before we proceed with the hearing in this matter, are there any preliminary motions that you would like to take up at this time?

MR. HUSBAND: Howard, have you gotten the amended complaint?

MR. EDELMAN: I see that the other parties have.

1 request for postponement denied, which is dated November
2 26th, which was sent out by a telegram.

3 I don't have presently that telegram in the file,
4 but I will obtain it.

5 I take it that we can get a stipulation from all
6 of the parties that the telegram was received, since the
7 parties are here.

8 Is that correct?

9 MR. HUSBAND: You mean the union's telegram?

10 MR. EDELMAN: No.

11 The telegram by Samuel Canard denying the request
12 for the union's postponement.

13 MR. HUSBAND: The union's request?

14 MR. EDELMAN: Yes.

15 Can we get a stipulation that the Regional Director's
16 telegram denying postponement was received?

17 MR. SEIDE: I'll stipulate.

18 MR. EDELMAN: Mr. Husband?

19 MR. HUSBAND: Yes.

20 MR. EDELMAN: Okay.

21 In a discussion that took place before my opening
22 statement, between myself and Mr. Husband, I will stipulate
23 to the entry into the formal papers of Mr. Husband's amended
24 answer in connection with this complaint. We can call
25 that General Counsel's Exhibit 1-V.

1 JUDGE ROSE: Mark it.

2 (Whereupon, the above-
3 mentioned documents were
4 received and marked as
5 General Counsel's Exhibits
6 Nos. 1-A through 1-V for
7 identification, as of this
8 date.)

9 JUDGE ROSE: Mr. Husband, any objections?

10 MR. HUSBAND: Well, I'd like to look at the --
11 I haven't seen the formal papers.

12 JUDGE ROSE: Show them to Mr. Husband, please,
13 Mr. Edelman.

14 MR. EDELMAN: Yes, your Honor.

15 (Handing.)

16 MR. HUSBAND: No objection.

17 JUDGE ROSE: Very well.

18 General Counsel's Exhibits 1-A through 1-V are
19 received into evidence.

20 (Whereupon, the above-
21 mentioned documents were
22 received into evidence.)

23 JUDGE ROSE: Mr. Husband, would you like to make
24 an opening statement at this time or would you like to
25 reserve?

MR. HUSBAND: I'll reserve.

JUDGE ROSE: Okay.

Mr. Edelman.

MR. EDELMAN: -Your Honor, the General Counsel will

1 call as its first witness, Theodore Nieder.

2 MR. HUSBAND: Your Honor, I'd like to ask that
3 witnesses ~~be~~ excluded, outside of the parties, that the
4 perspective witnesses be excluded.

5 JUDGE ROSE: Very well.

6 Mr. Edelman, can you set up a place for the
7 witnesses to wait?

8 MR. EDELMAN: Yes, I can, your Honor.

9 May we be off the record for a moment, your Honor?

10 JUDGE ROSE: Yes.

11 That will be fine.

12 (Whereupon, a short recess was taken.)

13 JUDGE ROSE: Back on the record.

14 Please proceed, Mr. Edelman.

15 MR. EDELMAN: Mr. Nieder. do you want to take
16 the stand.

17 Whereupon,

18 THEODORE NIEDER,

19 was called as a witness and having been first duly sworn
20 by the Administrative Law Judge was examined and testified
21 as follows:

22 DIRECT EXAMINATION

23 BY MR. EDELMAN:

24 Q Would you please state your full name, Mr. Nieder?

25 JUDGE ROSE: Well, with regard to invoking the

1 rule, I expect that the parties will police that and are
2 fully familiar with what it means.

3 A Theodore Nieder, 1041 Pugsley Avenue, Bronx, New
4 York.

5 Q Mr. Nieder, are you presently a member of any
6 labor organization?

7 A Yes.

8 Q And what is that labor organization?

9 A Local 23.

10 Q And, Mr. Nieder, are you presently employed?

11 A No.

12 Q Were you ever employed by Arkay Packaging?

13 A Yes.

14 Q And on or about when did you begin your employment
15 at Arkay Packaging?

16 A In the area of 1952-'53.

17 Q And when did you -- and when did you stop going
18 to work at Arkay Packaging, on or about?

19 A 1974, in July-August, in that area.

20 Q All right.

21 As of 1974, Mr. Nieder, what was your position
22 at Arkay Packaging?

23 A My position was lead pressman in the stamping
24 department.

25 Q And were the employees in the stamping department

1 represented by any labor organization?

2 A Yes.

3 Q What was that labor organization?

4 A The local?

5 Q Yes.

6 A 119.

7 Q Now, did there come a time, Mr. Nieder, when the
8 employees of Local 119 engaged in a strike?

9 A Correct.

10 Q And did there come a time when the employees of
11 119 commenced picketing at the premises of Arkay Packaging?

12 A Yes.

13 MR. EDELMAN: Mr. Husband, can we get a stipulation
14 as to when that date was?

15 MR. HUSBAND: I just don't know.

16 You can go to the other case.

17 MR. EDELMAN: My recollection is June 10th. I
18 think that's what the other --

19 MR. HUSBAND: My people tell me the 11th.

20 Is that okay with you?

21 MR. EDELMAN: Yes.

22 BY MR. EDELMAN:

23 Q Now, Mr. Nieder, during the month of June --
24 during the period that the strike and picketing was in
25 effect, Mr. Nieder, did you continue to work at Arkay

1 packaging?

2 A Yes.

3 Q How did you come to work each day?

4 A By car.

5 Q And did you travel with anybody in the car?

6 A One other party.

7 Q And who was that?

8 A George Balash.

9 Q Bulosh?

10 A Balash.

11 Q How would you spell that?

12 A B-a-l-a-s-h.

13 Q Was he a member of any labor organization?

14 A The same local.

15 Q 23?

16 A Right.

17 Q The two of you came by car to work?

18 A Yes.

19 Q Each day?

20 A Right.

21 Q And did you leave with anybody?

22 A Just with the same party that I came with.

23 Q Now, can you describe what you saw, what you

24 heard, what you experienced as you entered and left the

25 parking lot at Arkay?

- 1 A Yes.
- 2 The usual stuff that goes on.
- 3 Q Just tell us what you saw and heard.
- 4 A Just scabs going into the shop.
- 5 Q How pickets were picketing at a given time?
- 6 A I don't know; 10, 15, in that area.
- 7 Q Did you ever suffer any damage to your car?
- 8 A I had tires damaged.
- 9 Q And how were they damaged?
- 10 A Nails, you know, on the floor.
- 11 Q And did this happen one time, more than once?
- 12 A It happened a week or so, two weeks.
- 13 Q Pardon?
- 14 A It happened for days. I don't remember the exact
- 15 amount of days. It happened more than one day.
- 16 Q That your tires were damaged?
- 17 A Yes.
- 18 Q Now, how about other employees, do you know of
- 19 any other employees that experienced similar problems?
- 20 A I would say so, yes.
- 21 Q Do you know any personally, the names of any
- 22 employees that experienced --
- 23 A No, I don't remember the names.
- 24 Q I see.
- 25 Did any of these pickets ever speak to you and

1 the occupant of your car, Mr. Balash?

2 A Nothing other than when we went through the picket
3 line, as I said, you know, calling us scabs. Nothing
4 other than that.

5 Q Did you ever have any other contact with anyone
6 from the union or anybody contacting you in connection
7 with crossing the picket line?

8 A No.

9 Q Did you ever have any phone contacts?

10 A I got one anonymous call saying that if you go
11 through the line -- saying don't go through the line if
12 you know what's good for you.

13 They hung up. No name, no nothing. That was
14 the extent of the phone call.

15 I don't know who it was from. I never got it again.

16 Q Now, Mr. Nieder, do you recall that a meeting took
17 place some time near the end of June in Arkay's conference
18 room?

19 A Yes.

20 Q And can you tell me who attended this meeting?

21 A Mr. Kaneff, Mr. Bates and some union officials.

22 MR. EDELMAN: Can we have a stipulation as to
23 Mr. Kaneff's and Mr. Bates's positions, Mr. Husband?

24 MR. HUSBAND: Bates was vice president of
25 manufacturing and Mr. Kaneff is president of Arkay.

1 BY MR. EDELMAN:

2 Q And you say individuals from the unions were pre-
3 sent?

4 A Yes.

5 Q Do you recall the names of the individuals present?

6 A The men or the union officials?

7 Q The names of the union officials who were present
8 at this meeting.

9 A Mr. Moscoso was there, Mr. Seide, and I don't
10 remember -- and I don't remember the other parties.

11 Q There was a representative from Local 1?

12 A Yes, if I recall correctly.

13 Q Were the employees present, as well?

14 A Employees?

15 Q Yes.

16 A Well -- Yes.

17 Not all of them, a few of us were present.

18 Q A few of you?

19 A Yes, not everybody.

20 If I recall correctly, and it's going back a year
21 and a half --

22 Q I understand that.

23 To the best of your recollection.

24 A Yes, as I say, I don't think all of the employees
25 were involved.

1 Q Were there employees from all locals -- 51 --

2 A I don't remember if Local 1 was involved.

3 MR. HUSBAND: Excuse me.

4 I think -- I don't want to phrase this as an
5 objection because it is not. But there is a potential
6 for confusion here, so it might be important confusion,
7 bad confusion, in that there is Local 1, Paper Handlers,
8 which is one of the charging parties here, and Local 1,
9 Amalgamated Lithographers of America, which is also a
10 union representing employees.

11 I'm not sure that this gentleman is referring to
12 Local 1, Paper Handlers, or Local 1, ALA, because Local 1,
13 ALA, represented one group that also continued working.

14 MR. EDELMAN: Your Honor, any time I refer to
15 Local 1, I will work with the understanding, if it is
16 acceptable to Mr. Husband, that I am referring to the
17 Paper Handlers.

18 I don't expect to mention the lithographers at all
19 in the course of this case.

20 But should it become necessary, I will then set
21 forth the full name of that union.

22 So when I refer to Local 1, Mr. Husband, I'm
23 talking about Paper Handlers.

24 Is that okay with you?

25 MR. HUSBAND: Okay.

1 Let's make sure the witness understands that it
2 is Local 1, Paper Handlers, because he was just talking
3 about Local 1 working, and I think he was talking about
4 Local 1, ALA, continuing to work.

5 THE WITNESS: No; the paper handlers.

6 MR. HUSBAND: Oh, you were talking about the
7 paper handlers?

8 THE WITNESS: Yes.

9 MR. HUSBAND: All right.

10 MR. EDELMAN: I will take your point under
11 consideration, Mr. Husband, and try to make sure that the
12 witness understands.

13 BY MR. EDELMAN:

14 Q Back to this meeting at the conference room.

15 A Right.

16 Q You had certain employees there, and they were from
17 certain unions.

18 Is that correct?

19 A Yes.

20 Q All right.

21 Now, what unions were -- did the employees come
22 from?

23 A 51 and 23.

24 Q Were there any Local 1 Paper Handlers?

25 A I really don't remember.

1 Q All right.

2 Now, can you tell me, to the best of your recollec-
3 tion, what took place at this meeting?

4 A Well, Mr. Kaneff and Mr. Bates were trying to
5 protect us as best they can from going through the picket
6 lines.

7 Q Okay.

8 Did they outline for you any specific forms of
9 protection?

10 A I don't -- I don't recollect. I don't recall.

11 Q All right.

12 Do you recall whether or not any specific instances
13 of picket line misconduct or picket line conduct was
14 discussed at this meeting?

15 A I don't remember.

16 Q Do you recall attending a meeting at the Olympic
17 Lodge on or about July 1st?

18 A Yes.

19 Q And who was present at this meeting?

20 A Members of 23 and 51.

21 Q Do you recall if any Local 1 Paper Handlers were
22 present?

23 A Yes, I'm pretty sure that they were.

24 Q These are the employees that we're talking about?

25 A Employees, yes.

- 1 Q All right.
- 2 Now, were any union representatives present?
- 3 A Yes.
- 4 Q And who was present?
- 5 A Mr. Moscoso, Mr. Seide, and I don't remember Local
- 6 1 again.
- 7 Q Now, when did this meeting take place?
- 8 Was it in the morning or in the afternoon?
- 9 A It was in the morning, if I remember correctly.
- 10 Q All right.
- 11 And can you describe what took place at this
- 12 meeting? Excuse me.
- 13 Before you answer that question, Mr. Nieder, do
- 14 you recall about how many employees were present at this
- 15 meeting?
- 16 A About 10, in that area, 10, 12. I don't remember
- 17 the numbers.
- 18 Q AFI right.
- 19 Did they come from Paper Handlers 1, Local --
- 20 A I'm not sure of the Paper Handlers again.
- 21 Q But you're sure of 23 and 51?
- 22 A Yes.
- 23 Q Can you tell me what took place at this meeting?
- 24 A Yes.
- 25 The main thing on that meeting was that we decided

1 that we didn't want to go through the lines.

2 Q Now, when you say you decided, who was it that
3 made the decision?

4 A The men, the men themselves.

5 Q When you say the men themselves, are you talking
6 about employees?

7 A Employees, right.

8 Q All right.

9 Now at this meeting, did you explain why you
10 didn't want to go through the picket line?

11 A Right, for the nails and what -- I guess the
12 whole thing came to a head as far as we were concerned.

13 Q Did the union representatives say anything in
14 connection with this meeting?

15 A If I remember, they didn't say much. They left
16 it up to us to decide.

17 Q Beginning the day following this meeting or the
18 day of the meeting, did you -- did you cross the picket
19 line after this meeting?

20 A No.

21 Q And the other employees?

22 A No, not that I know of; no.

23 Q To your knowledge, Mr. Nieder, did any Local 1
24 Paper Handlers, and Local 23 or any Local 51 employee
25 cross the picket line after this --

1 A Not that I recall, not that I know of.

2 Q Now, Mr. Nieder, I direct your attention to some
3 time in the early or middle part of July, and I ask
4 you, do you recall receiving any mailgram or telegram
5 from the company?

6 A Yes.

7 I got one mailgram, or whatever you call it.

8 Q Do you recall what the sum and substance of that
9 was?

10 A Yes.

11 The fact that they were going to hire another man
12 if I didn't come back, which I could understand. They're
13 in business.

14 MR. EDELMAN: I object.

15 I move to strike, your Honor, the last part of
16 the witness' statement as not responsive to my question.

17 JUDGE ROSE: It is in.

18 Overruled.

19 I don't consider it critical.

20 MR. EDELMAN: All right.

21 BY MR. EDELMAN:

22 Q Did you, Mr. nieder -- strike that.

23 MR. EDELMAN: May we get a stipulation, Mr. Husband,
24 as to the mailgrams that were sent to the employees?

25 I don't have them.

1 If you have them, Mr. Husband, maybe we can
2 stipulate their admission.

3 MR. HUSBAND: Let me check.

4 MR. EDELMAN: May we go off the record for a
5 minute, your Honor?

6 JUDGE ROSE: For what purpose?

7 MR. EDELMAN: I want to discuss with Mr. Husband
8 the possible stipulation of the mailgram and to discuss
9 with him whether or not they were sent to all employees
10 and on what dates so we can work out a convient stipulation?

11 JUDGE ROSE: Very well.

12 Off the record.

13 (Discussion off the record.)

14 JUDGE ROSE: Back on the record.

15 MR. EDELMAN: Your Honor, I would propose that
16 by way of reducing the number of exhibits in connection
17 with this case, that I read the telegram, and then we
18 can stipulate that it was sent to all members of Locals
19 51, 23 and 1.

20 JUDGE ROSE: And not have it as a document?

21 MR. EDELMAN: Yes, your Honor.

22 JUDGE ROSE: I prefer it the other way.

23 MR. EDELMAN: You prefer the document?

24 JUDGE ROSE: Yes.

25 MR. EDELMAN: All right.

1 JUDGE ROSE: Otherwise in that case I'm going
2 to have to write it down as you read it.

3 MR. EDELMAN: Well, I was going to --

4 MR. HUSBAND: Why don't you just put one in?

5 JUDGE ROSE: And we'll state that the other
6 number are identical.

7 MR. EDELMAN: All right; fine.

8 In that case, then, your Honor, we will introduce,
9 by way of stipulation, General Counsel's Exhibit --

10 JUDGE ROSE: 2.

11 MR. EDELMAN: -- 2, the telegram sent to Local
12 51, which is dated 7-5 of '74, and further stipulate
13 that on the same day identical telegrams were sent to
14 Local 23 and Local 1, Paper Handlers.

15 MR. HUSBAND. Yes.

16 Then put one of the letters into evidence.

17 MR. EDELMAN: Yes.

18 The one I'm going to put into evidence is Local
19 51's.

20 MR. HUSBAND: All right.

21 (Whereupon, the above-
22 mentioned document was
23 received and marked as
24 General Counsel's
Exhibit No. 2 for
identification, as of
this date.)

25 JUDGE ROSE: Any objections to General Counsel's

1 Exhibit 2 for identification?

2 MR. HUSBAND: No objection, your Honor.

3 JUDGE ROSE: Okay.

4 It is received.

5 (Whereupon, the above-
6 mentioned document
7 was received into
evidence as of this date.)

8 MR. EDELMAN: In connection with telegrams sent
9 to the employees, I will stipulate that in connection
10 with the employees -- that in connection with the employees
11 who are members of Local 51, the telegram to Louis Di-
12 Lorenzo, which we will call General Counsel's Exhibit 3,
13 was sent to all members of Local 51.

14 JUDGE ROSE: It may be so marked.

15 (Whereupon, the above-
16 mentioned document was
17 received and marked
18 as General Counsel's
Exhibit No. 3 for
identification, as
of this date.)

19 MR. EDELMAN: That is, who were out on strike,
20 your Honor.

21 Of course, it is our understanding that all
22 members of Local 51 were out on strike with the exception
23 of one member whose name is John Lichtrule, I believe.

24 MR. HUSBAND: Joel Lichtrule.

25 MR. EDELMAN: Yes.

1 And with respect to a telegram sent by Arkay to
2 George Balash, B-a-l-a-s-h, we will stipulate that
3 similar telegrams were sent to all employees who were
4 members of Local 23 and Local 1 were out on strike.

5 That telegram is -- or who were away from work
6 at that time.

7 And that telegram, your Honor, is dated 7-10-74.

8 JUDGE ROSE: It may be so marked.

9 (Whereupon, the above-
10 mentioned document
11 was received and marked
12 as General Counsel's
13 Exhibit No. 4 for
14 identification, as
15 of this date.)

16 MR. HUSBAND: 4 is the Local 1?

17 MR. EDELMAN: And 23, which telegrams are identical.

18 MR. HUSBAND: They are identical?

19 MR. EDELMAN: Right.

20 MR. HUSBAND: Okay.

21 This is to the members of those two unions?

22 MR. EDELMAN: That's right.

23 MR. SEIDE: Except for the words Local 23 and
24 Local 1.

25 MR. HUSBAND: Just a minute.

There is a -- this is confusing, your Honor, but
it's actually correct.

51, the members of Local 51, apparently received

1 on the 5th, also at the same time that the union was sent
2 messages on July 5th, the men were sent messages on the 5th.

3 MR. EDELMAN: In addition to the ones that we
4 have on the 10th?

5 MR. HUSBAND: Yes.

6 MR. EDELMAN: Is that what you're saying?

7 MR. HUSBAND: Yes, in addition.

8 The one on the 5th is --

9 JUDGE ROSE: That's what's been marked as G.C.'s
10 Exhibit 3?

11 MR. HUSBAND: Yes.

12 May I see G.C. 2, your Honor?

13 JUDGE ROSE: Here.

14 (Handing.)

15 MR. HUSBAND: Okay.

16 Then -- okay, that matches this.

17 Then they were sent this letter on the 5th, all
18 the men represented by Local 51.

19 (Indicating.)

20 JUDGE ROSE: Isn't that what's been marked as
21 G.C. Exhibit 3?

22 MR. EDELMAN: No, your Honor.

23 That was on the 10th that they were sent this.

24 JUDGE ROSE: No, no.

25 The one that I'm looking at was sent on the 5th.

1 G.C. 4 is the one that was sent on the 10th.

2 MR. EDELMAN: Right.

3 That's what we have in then.

4 MR. HUSBAND: There's a difference between the
5 51 and the 23.

6 MR. EDELMAN: Right.

7 That's why we have given them separate numbers.
8 That's why we stipulated that KiLorenzo's telegram was
9 representative of the telegram that was sent to all 51
10 employees except for Lechtrule, who was still working,
11 and that George Balash's telegram, or mailgram, was
12 representative of the telegrams that were sent to all
13 members of the Paper Handlers on the 10th.

14 MR. HUSBAND: And that's 4?

15 MR. EDELMAN: That's correct.

16 Are we squared away on that?

17 MR. HUSBAND: Okay.

18 JUDGE ROSE: Okay.

19 Any objections to General Counsel's Exhibits 3 and 4?

20 MR. HUSBAND: No objection, your Honor.

21 JUDGE ROSE: Okay.

22 They'll be received into evidence.

23 I understand that the parties have stipulated that
24 these telegrams were respectively sent to the members
25 of Local 51 and the members of Locals 23 and 1.

1 Is that correct?

2 MR. EDELMAN: Yes, your Honor.

3 JUDGE ROSE: Okay.

4 The stipulation is received.

5 (Whereupon, the above-
6 mentioned documents
7 were both so received
8 into evidence.)

9 BY MR. EDELMAN:

10 Q Mr. Nieder, have you ever returned to work at
11 Arkay Packaging since you last crossed the picket line?

12 A No.

13 Q Is the picketing and striking action by Local 119B
14 continuing?

15 A As far as I know. I haven't been out there.

16 Q When was the last time you were out there?

17 A July '74.

18 Q Did you have any knowledge -- do you have any
19 knowledge whether any employee at Arkay, whether he be
20 a Local 51, 23 or 1 member, give you any information in
21 connection with offers that he received from company
22 officials to return to work?

23 MR. HUSBAND: Objection.

24 I'm going to object to that, your Honor.

25 JUDGE ROSE: What's the basis of the objection?

MR. HUSBAND: Well, hearsay.

1 Nieder in connection with his testimony and in connection
2 with the investigations.

3 JUDGE ROSE: Is there just the one statement?

4 MR. EDELMAN: Yes, your Honor.

5 JUDGE ROSE: Do you want some time, Mr. Husband,
6 to review that document?

7 MR. HUSBAND: Yes.

8 JUDGE ROSE: Very well.

9 We will go off the record at this time.

10 (Whereupon, a recess was taken at 12:15 p.m.)

11 JUDGE ROSE: Back on the record.

12 Mr. Husband, are you ready to proceed?

13 MR. HUSBAND: Yes, your Honor.

14 CROSS EXAMINATION

15 BY MR. HUSBAND:

16 Q Mr. Nieder --

17 JUDGE ROSE: Excuse me.

18 The witness indicated to me while we were off the
19 record, that there is part of that statement that is in-
20 correct.

21 I would like for him to clarify that at this point.

22 MR. HUSBAND: What statement?

23 JUDGE ROSE: The statement that you just read.

24 MR. HUSBAND: I'm not going to ask him about it.

25 JUDGE ROSE: Okay.

1 Then it is not important.

2 Go ahead, Mr. Husband.

3 P: HUSBAND: :

4 You worked at Arkay Packaging for 22 years,
5 hadn't you, as of 1974?

6 A Right.

7 Q And you worked in an area, the stamping department?

8 A That's right.

9 Q That had 119 employees in it, didn't it?

10 A That's right.

11 Q But you were from Local 23, but the stamping
12 function is a Local 119 function; is that correct?

13 A Yes.

14 Q But there were 23 and 51 people --

15 A Right.

16 Q -- around in various odd jobs at Arkay Packaging;
17 isn't that correct?

18 A In the stamping area or in any area?

19 Q Well, you tell me where they were.

20 A Well, in the stamping area and other areas.

21 Q What other areas?

22 A Letter press department.

23 Q But stamping was a 119 function but it had you
24 there as its lead man, foreman, call it what you will?

25 A It was a 119 function, that's correct, as far as

1 I know.

2 Q Now, were there any other 23 people in the
3 stamping department?

4 A As far as I recollect, there was one.

5 Q Okay.

6 MR. EDELMAN: Your Honor, I'm going to object,
7 your Honor, to the line of questioning, on two grounds:

8 One, it exceeds the scope of the direct, and,
9 secondly, I don't see that it is relevant to this case.

10 JUDGE ROSE: Overruled.

11 BY MR. HUSBAND:

12 Q The -- now, were you a liner manager?

13 A Yes.

14 Q Were you --

15 A Well, I was lead pressman. That was my title.

16 Q Did you assign work to people?

17 A Yes, yes.

18 Q Did that assignment of work to people involve
19 discretion on your part?

20 A Yes.

21 Q You laid out the work, didn't you?

22 A I would say so, in my -- what I was responsible
23 for, yes.

24 Q And you did it sometimes on your own?

25 A Yes, I would say so; I would say so.

1 The lithographers.

2 A Right, yes.

3 Q And they took care of the offset presses; right?

4 A They took care of the plate department.

5 Q The plate department?

6 A And the offset presses, correct.

7 Q And the offset presses?

8 A Right.

9 Q And there were about 20 people in that Local 1,
10 ALA, weren't there?

11 A Yes.

12 Q And you had in the Local 51 group, five or six
13 people -- well, 23 and 51 and 1 together had how many
14 people, about 15, 20 people?

15 A In that area, 20, 25.

16 Q So that, on the one hand, there was Local 1, ALA,
17 with about 20 people or so --

18 A Yes.

19 Q -- and, on the other hand, there were Locals 23
20 and 51 and 1, the Paper Handlers, with about the same
21 number?

22 A More or less, yes, I would say so.

23 Q Now, you said there were nails in some of the cars.

24 A Yes, sir.

25 Q The company paid for whatever damage was done to

1 the cars, didn't it?

2 A That's right.

3 Q And the company had private guards, didn't they?

4 A Private -- I didn't hear the question.

5 Q The company had private guards at the plant --

6 A Yes.

7 Q -- didn't they?

8 A Yes.

9 Q And there was also pickets from the -- there were
10 also policemen from the Nassau County Police Department--

11 A Yes.

12 Q -- outside, weren't there?

13 A Yes.

14 Q And didn't the officials of the company at that
15 meeting on June 30th assure you that they would give you
16 full protection?

17 A They indicated that, yes, they would go as far as
18 they could with the protection.

19 Q And didn't the company at that time also have
20 a substantial number of new employees who had been hired
21 as replacements?

22 A Yes.

23 Q And weren't those people coming to work and going
24 through that picket line?

25 A Yes.

1 Q Now, you had another meeting at the Olympic Hotel.

2 You tell about one meeting with the Arkay company
3 officials, and that was the end of June, I believe you
4 testified.

5 Is that correct?

6 A In that area. I don't know the date, the exact
7 date. In that area, in June, I would say.

8 Q Now, Mr. Nieder, you stopped working after you
9 got your July 4th holiday pay, didn't you?

10 A You're going back -- you're going back more than
11 one year. It was in July. I don't remember -- the
12 beginning of July. I don't have the dates.

13 Q Now, Local 51 and Local 23 belong to the Allied
14 Printing Trades Council.

15 Are you aware of that?

16 A I'm vaguely aware of all of this.

17 Q Local 119B also belongs to the Allied Printing
18 Trades Council, doesn't it?

19 MR. SEIDE: I have to object, your Honor.

20 I don't see how this witness, a 23 man, can know
21 the contract or what any other organization he belongs to.

22 Maybe he knows his own, but I don't think he
23 knows what any other organization the men belong to.

24 JUDGE ROSE: If he knows.

25 A I'm really not that familiar with that 119.

1 MR. HUSBAND: Do you want to just stipulate it,
2 Mr. Seide?

3 MR. SIEDE: What do you want a stipulation to?

4 MR. HUSBAND: That Locals 119B, Local 23, Local
5 51 and Local 1, Paper Handlers, are all members of the
6 Allied Printing Trades Council.

7 MR. SEIDE: I would stipulate to that.

8 JUDGE ROSE: Mr. Edelman?

9 MR. EDELMAN: I'll go along with such stipulation
10 if the parties tell me that it is so.

11 JUDGE ROSE: Okay.

12 Stipulation received.

13 MR. HUSBAND: Also stipulate that Local 1, Litho-
14 graphers, is not a member of the Allied Printing Trades
15 Council.

16 MR. SEIDE: I don't know, and there's a good
17 reason I don't know.

18 BY MR. HUSBAND:

19 Q. Was Joel Lichtrule down at that meeting down at
20 the Olympic?

21 A I don't recall that he was.

22 Q Now, he continued working, didn't he?

23 A Right.

24 Q And he was a Local 51 member, wasn't he?

25 A That's right.

- 1 Q And as a matter of fact, didn't all of the Local
2 1 lithographers members continue working?
3 A Yes.
4 Q And going through the picket line? of the Local
5 1 litho Yes: yes
6 Q And the other people continued going through
7 the picket line --
8 A That's right.
9 Q -- who were replacements for the 119 employees?
10 A That's right, yes.
11 Q Now, you got one phone call at home.
12 A Yes.
13 Q You really weren't frightened by that phone call,
14 with you?
15 MR. EDELMAN: Objection, your Honor.
16 JUDGE ROSE: Overruled.
17 A The whole picture was, I would say, more or less,
18 yes, a little.
19 Q Okay.
20 A I --
21 Q You were coming in daily, no one had laid a hand
22 on you, had they?
23 A No.
24 Q The company had paid for what damage had been done?
25 A That's right.

- 1 Q If any damage had been done to the car; is that
2 right?
- 3 A That's right.
- 4 Q What was the extent of it, just fixing some tires;
5 right?
- 6 A Exactly, yes.
- 7 Q And didn't your union officials indicate that
8 Local 119 had been putting pressure on them to join the
9 strike?
- 10 A I think they -- the officials of 23 and 51?
- 11 Q Yes.
- 12 A I don't remember any of that.
13 I wasn't involved. If there was, I wasn't involved
14 in it.
- 15 Q They didn't tell you that the Local 119 had been
16 putting pressure on them to join the strike?
- 17 A Not that I remember, no.
- 18 Q And didn't the union officials say to you that it
19 was perfectly all right with them, in fact they would be
20 happy if you didn't continue going into work?
- 21 A I think they left that decision up to us.
- 22 Q Now, in your capacity as the lead pressman, Mr.
23 Nieder, you could recommend to management, couldn't you,
24 that people be let go from the 119 work group and that
25 recommendation was followed?

1 one hour.

2 JUDGE ROSE: Is an hour and a half sufficient
3 with you, gentlemen?

4 MR. EDELMAN: Yes.

5 MR. HUSBAND: Yes.

6 JUDGE ROSE: Is there any objection to releasing
7 this witness -- are you under subpoenae?

8 THE WITNESS: Yes.

9 JUDGE ROSE: Is there any objection to releasing
10 this witness from his subpoenae?

11 MR. HUSBAND: No.

12 MR. EDELMAN: No.

13 JUDGE ROSE: Okay.

14 Mr. Nieder, you are excused at this time.

15 (Witness excused.)

16 JUDGE ROSE: We will recess this proceeding
17 at this time, gentlemen, until 2:00 o'clock.

18 (Whereupon, the hearing was in recess at 12:30 p.m.)

19 oOo

20 A F T E R N O O N S E S S I O N

21 (Resumed at 2:10 p.m.)

22 JUDGE ROSE: On the record.

23 Call your next witness, Mr. Edelman.

24 MR. EDELMAN: Your Honor, before I call my next
25 witness, I would like the Administrative Law Judge to take

1 judicial notice of the prior decision involving Arkay
2 Packaging and Local 119B, Graphic Arts.

3 That's cited at 221 NLRB No. 10.

4 I have a copy of that if you would want to read
5 it, your Honor, at any time. I'll be glad to give it to
6 you. It's an extra copy.

7 JUDGE ROSE: Yes, I would appreciate your
8 furnishing me with a copy.

9 Any objections?

10 MR. HUSBAND: May I see it?

11 MR. EDELMAN: Yes.

12 (Handing.)

13 MR. HUSBAND: I really don't see the relevance.

14 MR. EDELMAN: Well, I would suggest that judicial
15 notice be taken of the decision for general background
16 of the Arkay operation itself, general background as to
17 when the strike took place, any background as to any
18 violence that was mentioned in the decision itself and
19 any collective bargaining history that is set forth or
20 unit clarifications that might be set forth as they relate
21 to this case.

22 MR. HUSBAND: There is no -- well, you know, on
23 the, -- I can see the relevance maybe of the violence,
24 to you case; okay, you want the violence for your case.

25 This doesn't involve violence.

1 You got a settlement with 119.

2 MR. EDELMAN: I understand.

3 MR. HUSBAND: If you would want to put that in,
4 I wouldn't object to that because it is your case and
5 I can see the relevance.

6 Unlike you claim, you know, that a certain man
7 wasn't a supervisor and, you know, it wasn't an unfair
8 labor practice; I'll tell you what, since that strike
9 wasn't an unfair labor practice and this one isn't either,
10 I withdraw the objection.

11 MR. EDELMAN: Okay.

12 JUDGE ROSE: I'll take official notice of the
13 Board's case.

14 What's the style of this case?

15 Arkay Packaging Corporation 221 NLRB No. 10.

16 Please call your next witness, Mr. Edelman.

17 MR. EDELMAN: I call Mr. Richard Kopplin.

18 Whereupon,

19 RICHARD KOPPLIN,

20 was called as a witness and having been first duly sworn
21 by the Administrative Law Judge was examined and testified
22 as follows:

23 DIRECT EXAMINATION

24 BY MR. EDELMAN:

25 Q Would you please state your full name?

- 1 A Richard Kopplin.
- 2 Q What's your home address?
- 3 A One Delmar Lane, Commack.
- 4 Q Mr. Kopplin, are you a member of any labor
- 5 organization?
- 6 A Yes, I am.
- 7 Q And what is that labor organization?
- 8 A Local 23.
- 9 Q And how long have you been a member?
- 10 A Roughly around two and a half years.
- 11 Q And were you ever employed by Arkay Packaging?
- 12 A Yes, I have been.
- 13 Q And what was your position at Arkay?
- 14 A I was a tender on the 49 wrap around press.
- 15 Q And how long were you employed at Arkay?
- 16 A From 1969 up through '74, up through 1974, July
- 17 of 1974.
- 18 Q And do you recall that there came a time when Local
- 19 119B went on strike?
- 20 A Yes.
- 21 Q And do you recall that there were pickets present
- 22 outside the premises of Arkay?
- 23 A Yes, I do.
- 24 Q Did that take place somewhere in the month of June?
- 25 A Right.

1 Q During this period of time, between the beginning
2 of the strike by 119B and the last day in June, did you
3 report to work?

4 A Yes, I did.

5 Q And did you -- strike that.

6 How did you report to work?

7 What means of conveyance did you use to get there?

8 A Well, I drove to work.

9 Q You had a car?

10 A Yes.

11 Q And did you drive anybody in your car or did you
12 go it alone?

13 A I went by myself.

14 Q I see.

15 And can you describe, Mr. Kopplin, what you saw
16 each day as you entered and left the plant?

17 A Well, the people that were on strike, were picketing
18 outside the place, outside the plant.

19 Q And can you describe their activities in connection
20 with this picketing as it related to you or others that
21 you were able to observe who were crossing the picket line?

22 A Well, when I pulled in, they were, like, walking
23 in front of the driveway.

24 But then when I finally got to go in, they didn't
25 -- you know, they let me go in.

1 Q Did you have any conversations at any time with
2 any of the pickets?

3 A Roughly around three times I had a conflict -- I
4 wouldn't say "conflict," but I had a discussion with
5 a couple of people on the picket line itself.

6 Q Can you recall what these discussions were on
7 each occasion?

8 A Well, you know, a couple of threats were made
9 towards my car, you know, not towards me personally but
10 towards the car itself.

11 Q All right.

12 Can you describe the threats that were made towards
13 your car?

14 A Well, there was no threats -- you know, like I
15 said, all they did was to say to me that I had a nice car
16 and if you want to keep the car looking nice, don't use
17 it to cross the picket line.

18 Q Is this the threat that was made on each occasion
19 that you were threatened?

20 A Yes.

21 Q All right.

22 Did you sustain any damage at any time in the
23 month of June to your car?

24 A The only damage I did sustain to the car was tire
25 damage. I had nails in all of the tires in the car.

1 Q Was this on one occasion or more than one occasion?

2 A Just one occasion.

3 Q Did you repair the damage?

4 A Arkay repaired the damage.

5 Q Did you ever have any phone conversations in
6 connection with your entering or leaving the plant during
7 the month of June?

8 A We people from Arkay or were -- I don't understand
9 the question.

10 Q Well, did anybody ever call you on the telephone
11 in connection with your coming and crossing the picket
12 line, coming to work and crossing the picket line?

13 A No.

14 Q Do you recall attending a meeting on or about
15 July 1st at the Olympic Lodge?

16 A Yes, I do.

17 Q And who was present at that meeting?

18 A Well, members from 51, Local 51, Local 23, and
19 Local 1.

20 Q Paper Handlers, is it?

21 A Paper Handlers, yes, Local 1.

22 Q Any representatives from those unions present?

23 A All representatives from each union were there.

24 Q Do you recall the names of the representatives
25 that were present?

1 A Mr. Moscoso, Julie Seide and -- I don't know
2 the gentleman's name on the end over there, but he was --

3 Q Mr. Garvey, is that?

4 A Mr. Garvey was also present, yes.

5 Q I see.

6 And about how many employees were present at
7 this meeting on the -- at the Olympic Lodge?

8 A Roughly around 21.

9 Q About 20 or so employees?

10 A Right.

11 Q What time did the meeting take place?

12 A Around 7:30 in the morning.

13 Q All right.

14 Now, can you describe exactly, to the best of
15 your recollection, Mr. Kopplin, what took place at this
16 meeting?

17 A Yes.

18 Everybody from each union got together, and we
19 decided --

20 Q When you say "everybody," are you referring to
21 union representatives and the employees or just the
22 employees?

23 A The employees just themselves.

24 Q I see.

25 A We got together and we decided that we would not

1 crossing the picket line because of violence that was either
2 going to start or that has happened before, previously.

3 Q By the way, in connection with your crossing the
4 picket line, during the month of June when you were
5 crossing the picket line, did you observe the pickets
6 in connection with other employees' cars, take any action?

7 A I don't understand the question.

8 Q Well, did you observe the pickets took any action
9 with respect to other employees' cars, other than your own?

10 A You mean damage done to other peoples' cars?

11 Q Right.

12 A Yes.

13 Q Did you see this damage taking place?

14 A I seen the damage happened -- not happen to the
15 cars directly, but I've seen damage -- I've seen damage
16 done to a car, painting scratched with a nail and, you
17 know, things like that.

18 Q Did you see it as it was being committed?

19 A Not as it was being done but after it happened.

20 Q The result?

21 A Yes.

22 Q What damage did you observe to other peoples' cars?

23 A I just explained, I seen scratch marks from nails
24 on the peoples' cars, plus other tires that were being
25 damaged, also.

1 Q All right.

2 Now we're going back to this meeting.

3 A Right.

4 Q You say that the employees reached a decision.

5 Is that correct?

6 A Yes.

7 Q And that decision was?

8 A Not to cross the picket line.

9 Q All right.

10 What was the basis of the decision, of reaching

11 this decision?

12 A Due to the violence that was happening and may have

13 happened more so.

14 Q In connection with this meeting, did the union

15 representatives speak during the course of this meeting?

16 A They didn't talk to us once. They didn't try

17 to sway us to go out or go in. They just told us --

18 Q Well, did they say anything at all?

19 A No, not really.

20 Q Now, when was the last day that you worked at Arkay?

21 A I believe it was June 28th, a Friday.

22 Q 1974?

23 A Yes.

24 MR. HUSBAND: Excuse me.

25 Could I have that question and answer read back,

1 please?

2 MR. EDELMAN: When was the last day he worked at
3 Arkay, and the answer was June 28th.

4 THE WITNESS: Right.

5 BY MR. EDELMAN:

6 Q Did you work the morning of this meeting?

7 A No.

8 Q Was that the first day that the employees ceased
9 working, the morning of that meeting?

10 A The employees from my union and the other unions
11 that were there?

12 Q Yes.

13 A Yes.

14 Q During the month of July, do you recall receiving
15 a telegram from the company?

16 A Yes, I did.

17 Q I direct your attention to G.C. 4 in evidence,
18 and ask you if that is a duplicate of the mailgram that
19 you received?

20 (Hanging.)

21 A Yes, it is.

22 Q Now, have you -- have you crossed the picket line
23 since July 1st of 1974?

24 A No.

25 Q Are you aware whether 119B is currently picketing?

1 A No, I'm not.

2 Q When was the last time you were at or in the
3 vicinity of Arkay Packaging?

4 A Months ago. I can't really recall the exact day,
5 but it was months ago.

6 Q Was it the spring of 1975?

7 A It might have been.

8 Q Did you observe whether or not pickets were outside
9 at that time?

10 A No, I didn't.

11 Q Now, have you, during the -- well, since July
12 1st, sir, have you had occasion to have any conversations
13 with any employees of Arkay Packaging, whether they be
14 members of Local 51, Local 23 or Local 1, the Paper
15 Handlers, wherein these employees indicated to you that
16 they had received offers from Arkay to return to work?

17 MR. HUSBAND: I'm going to object to the hearsay
18 and also the leading nature of it.

19 I'm very tolerant about it, but Howard is just a
20 little bit --

21 JUDGE ROSE: Well, I don't know that it is leading.

22 It is the same objection you had for the other
23 witness. I'm going to overrule it and take it for what
24 ever it is worth, which probably won't be very much.

25

1 Maybe the changes he referred to was the fact --
2 I don't even know that he was in fact employed at that
3 time.

4 MR. EDELMAN: Well, how about as of March of 1975,
5 was he employed as of March of 1975?

6 MR. HUSBAND: We think so.

7 MR. EDELMAN: So then --

8 MR. HUSBAND: We would feel safer if you said
9 February, the end of February.

10 MR. EDELMAN: All right, the end of February,
11 the beginning of March.

12 MR. HUSBAND: Yes.

13 MR. EDELMAN: If you feel safer, I'll say it that
14 way, the end of February or the beginning of March,
15 that he was a supervisor at all times material herein,
16 at least between July 1, 1974 and the end of February or
17 the beginning of March of 1975, within the meaning of
18 Section 2(11) of the Act.

19 JUDGE ROSE: Okay.

20 If that's a stipulation, it is received.

21 CROSS EXAMINATION

22 BY MR. HUSBAND:

23 Q Mr. Kopplin, did you make a statement to an agent
24 of the NLRB covering the same matters that you testified
25 about here?

1 A Excuse me?

2 Q Did you give a written statement to an agent of
3 the Labor Board covering some of the same stuff you
4 talked about here?

5 A Yes, I did.

6 MR. EDELMAN: I will produce a copy of Mr.
7 Kopplin's statement and turn it over to Mr. Husband.

8 (Hanging.)

9 MR. HUSBAND: Thank you.

10 JUDGE ROSE: We'll be off the record for about
11 five minutes while Mr. Husband reviews the document.

12 MR. HUSBAND: Thank you, your Honor.

13 (Whereupon, a recess was taken at 2:30 p.m.)

14 JUDGE ROSE: Back on the record.

15 Mr. Husband.

16 MR. HUSBAND: Yes, your Honor.

17 CROSS EXAMINATION

18 BY MR. HUSBAND:

19 Q Mr. Kopplin, did you say you started work at
20 Arkay in 1969?

21 A Yes, I did.

22 Q So you were there five years?

23 A Yes.

24 Q And you said you were a 23 member for two and a
25 half?

1 A Right.

2 Q What were you doing before that?

3 A When I started in June of 1969, I was working
4 part time. I was still in high school at the time. And
5 then from going to part time, I went on to the die cutting
6 machine.

7 I was in a different union at the time.

8 Q Now, you had that Cougar car; right?

9 A Yes.

10 Q With radial tires?

11 A Yes.

12 Q And they were damaged and the company took care
13 of them, didn't they?

14 A Yes.

15 Q And the company told you at a meeting of the
16 plant that the union representatives were in attendance
17 at, that the company would take care of any damage to any
18 car?

19 A Yes.

20 Q At that meeting, didn't Mr. Bates also tell you
21 that they were going to have private guards?

22 A They had private guards there. They did have
23 private guards there.

24 Q They did have them there; all right.

25 And there were also Suffolk County policemen,

1 not Nassau?

84A

2 A Before the guards were there first, and then Suffolk
3 County was there later.

4 Q And you drove in and there were never any personal
5 threats to you?

6 A They --

7 Q Just threats about your car?

8 A A couple of threats towards the car. I had a
9 couple of words even with Eddie Ruggiero who is involved
10 with 119B.

11 Q Right, the 119 representative.

12 Now, that meeting -- you're sure that meeting was
13 on Monday, July 1st?

14 A Positive.

15 Q Okay.

16 When did the union representative call you to
17 tell you to come to that meeting?

18 A The meeting that was at the Olympic Lodge the day
19 we pulled out of work?

20 Q Yes.

21 A That was the day we had the meeting.

22 Q But when did you hear from the union representative
23 telling you to meet at the Olympic at 7:30 in the morning?

24 A I don't recall really.

25 Q Was it Mr. Moscoso who called you?

1 A No.

2 Q Who was it who called you?

3 A I think it was the chairman of 23 from the Arkay
4 Packaging.

5 Q And he told you that Mr. Moscoso said they wanted
6 to have a meeting?

7 A He said everybody was having a meeting. He didn't
8 mention anybody's name. He just said that everybody
9 was meeting at the Olympic Lodge on Monday at 7:30.

10 Q And you went and you definitely remember it was
11 a Monday morning?

12 A Monday morning, July 1st.

13 Q And what happened?

14 Didn't the union representatives say something
15 to you?

16 A The union representatives were there. The men
17 got together and it was our own decision not to cross
18 that picket line that morning.

19 Q Well, as a matter of fact, didn't -- weren't you
20 told that Moscoso advised you not to cross the line
21 because he was fearful of what might happen to you?

22 A After we had made our decision.

23 We didn't want no violence, either, you see. We
24 didn't want no violence with anybody.

25 Q Now, you had not been harmed, you're telling me

1 A Well, I wanted to go back to work, but I was 86A
2 hesitant about going back to work.

3 Q But you said to him: Okay, I'm with you, we'll
4 go back to work together, didn't you?

5 A Yes.

6 Q But then he changed his mind and you didn't do it?

7 A Right.

8 Q Is that correct?

9 A Right.

10 Q Do you remember at that July 1st meeting whether
11 Joel Lichtrule was there?

12 A He was not there.

13 Q He is a Local 51 member, wasn't he?

14 A I really don't know if he is or not. I really
15 don't know.

16 Q He's a supervisor; right?

17 A Oh, he's a supervisor.

18 I don't know whether he's a 51 member or not.

19 Q Do you know whether he continued working on the
20 plant?

21 A I don't know.

22 Q Now, a number of employees at the plant were
23 represented by Local 1, Lithographers; right?

24 A Excuse me?

25 Q A number of employees at the plant were represented

1 by Local 1, Lithographers, weren't they?

2 A Offset?

3 Q Yes, the offset press and prep.

4 A I don't recall.

5 Q You don't know whether they were or not?

6 A No.

7 Q They continued working there after July 1st,
8 didn't they?

9 A Yes, I believe so.

10 Q And they crossed the picket line after that?

11 A Yes.

12 Q In your -- pardon me. Strike that.

13 Tell me again, if you would --

14 MR. EDELMAN: Could you move a little bit so I
15 can see the witness.

16 MR. HUSBAND: Sure.

17 BY MR. HUSBAND:

18 Q Would you tell me again, sir, what your position
19 was at Arkay Packaging?

20 A I worked on the 49 wrap-around as a tender on the
21 press.

22 Q Were any 119 members in that area?

23 A No.

24 Q That was 23 members only?

25 A Yes, and 51.

1 Q And 51?

2 A Yes.

3 Q I see.

4 You were at the Olympic sometime in April or May
5 of 1975 just to go in for a drink.

6 Right?

7 A Yes.

8 Q And by pure coincidence there was Mr. Leven?

9 A Yes.

10 Q And at that time, when you were having a drink,
11 did he say that, well, you fellows have all been replaced?

12 A He didn't say replaced directly.

13 I had said that I was hoping that one day we
14 could get back there.

15 And he said that by this time, things have changed
16 and it is a very high probability that we won't get back
17 in there.

18 Q Now, earlier you testified that at that meeting
19 on July 1st, the union representatives didn't say anything.

20 A Yes.

21 Q Now you've testified that after you made the
22 decision --

23 A Well, they didn't decide for us not to cross the
24 picket line, we decided that ourselves.

25 Q You decided that first?

1 A Yes.

2 Q And they never mentioned the Teamsters until after
3 you had already made your decision?

4 A Right.

5 Q But you said earlier that your decision was partially
6 based on the violence that may come in the future.

7 A This particular fellow that's from the Teamsters
8 Union --

9 Q Yes.

10 A -- I seen him pull over a truckdriver on Marcus
11 Boulevard. I took it -- you know, he had to be somebody.
12 What was he standing there for?

13 And I had heard -- nobody told me -- I had heard
14 from people around there that members from the Teamsters
15 Union are there and they may be on the picket line them-
16 selves.

17 Q How many people were there at the meeting on the--
18 at July 1st?

19 A Roughly 20 or more people were there from out par-
20 ticular union, 23, 51 and Local 1, Paper Handlers.

21 Q How long did the meeting take?

22 A About an hour, I would think. Roughly about an
23 hour.

24 Q And nothing was said -- strike that.

25 How long did you guys meet together to discuss

1 what you wanted to do?

2 A We each heard everybody out, listened.

3 Q Who is "everybody"?

4 A Well, from my union, 23 and 51.

5 Q Who, Mr. Moscoso?

6 A No, he was not involved in our meeting. We had
7 a private meeting together, you know, away from the
8 representatives.

9 We discussed it ourselves. We said to each other,
10 you know, a majority votes, do you want to go to vote or
11 do you want to stay out?

12 The majority said no, we'll stay out.

13 Q And then you say that the union representatives
14 talked to you?

15 A They had spoken to us, wanted to know what our
16 decision was.

17 Q And then Mr. Moscoso said that he thought it was
18 good that you wouldn't cross the line because he was
19 fearful of what might happen to you?

20 A Yes, I can say that, right.

21 Q And didn't Mr. Moscoso tell you that you had a
22 no-strike clause in your contract?

23 A We knew we had a no-strike clause in our contract.

24 Q Didn't he tell you that at that time?

25 A He told us.

1 Q And what did he say about what you wanted to do?

2 A He just -- what could he say?

3 We said that we decided that we were going to do
4 it and we did it.

5 What could he say to that?

6 Q Were there any employees at Arkay that were
7 represented by the Teamsters Union?

8 A Employees that worked for Arkay?

9 Q Yes.

10 A By a Teamsters' Union?

11 Q Yes.

12 A No, not to my knowledge.

13 Q What reason did you have for being concerned about
14 Teamsters being on the picket line?

15 A Like I said, these two representatives were there.

16 I don't know what Teamsters Union was there.

17 There was talk, even from people on the picket
18 line, that a Teamsters Union was going to be backing them
19 on the picket line. This was talk from the picket line
20 itself.

21 As far as I can remember, this is what I can
22 remember now. This is going back now a year and a half.

23 MR. HUSBAND: No further questions.

24 JUDGE ROSE: Redirect?

25 MR. EDELMAN: I have some, your Honor.

1 Could I have that statement back, please?

2 MR. HUSBAND: Here.

3 (Handing.)

4 [REDIRECT EXAMINATION]

5 BY MR. EDELMAN:

6 Q Mr. Kopplin, you testified that you had a few
7 words with Ed Ruggiero of Local 119B.

8 A Yes.

9 Q That was on the picket line?

10 A This was when I crossed the picket line, I had --
11 by this time, it was about a week before the union pulled
12 out.

13 My father had dropped me off that day. I had
14 crossed over the picket line. He had a couple of words
15 with me.

16 Q All right.

17 Can you remember what those words were?

18 A Well, he called me a scab; that's all. He just
19 called me a scab.

20 Q Did you answer him back?

21 A I dind't say nothing to him.

22 Q Now, on your cross examination, you testified
23 that you had considered returning to work.

24 Is that correct?

25 A Yes.

1 MR. HUSBAND: No further questions.

2 MR. EDELMAN: I have no further questions, your
3 Honor.

4 JUDGE ROSE: Is this witness under subpoenae?

5 MR. EDELMAN: He is, your Honor.

6 JUDGE ROSE: Can he be released?

7 MR. EDELMAN: He can, your Honor.

8 JUDGE ROSE: Do you plan to recall him?

9 MR. EDELMAN: I do not.

10 JUDGE ROSE: Thank you very much.

11 You're released from your subpoenae.

12 THE WITNESS: Thank you, your Honor.

13 (Witness excused.)

14 MR. EDELMAN: Counsel for the General Counsel
15 will call its next witness, your Honor, John Alessi.
16 Whereupon,

17 JOHN ALESSI,

18 was called as a witness and having been first duly
19 sworn by the Administrative Law Judge was examined and
20 testified as follows:

21 DIRECT EXAMINATION

22 BY MR. EDELMAN:

23 Q Would you please state your full name?

24 A John Alessi.

25 Q Where do you reside, Mr. Alessi?

1 A I live at 1543 Indipendence Avenue, Brooklyn, New
2 York.

3 Q Mr. Alessi, are you a member of any labor organi-
4 zation?

5 A Yes, I am.

6 Q Which organization is that?

7 A Local 51.

8 Q And were you ever -- are you currently employed?

9 A Am I permanently employed?

10 Q Are you currently employed?

11 A No.

12 Q And were you ever employed by Arkay Packaging?

13 A Yes.

14 Q And in what capacity were you so employed at
15 Arkay?

16 A Operator and then a pressman.

17 Q And how long have you worked at Arkay?

18 A About eight years, I guess.

19 Q And how long have you been a member of Local 51?

20 A About seven.

21 Q Do you recall some time in June of 1975, on or
22 about June 11th to be exact, Local 119B went out on strike--

23 A Right.

24 Q -- and picketed Arkay's premises?

25 A Yes.

1 Q And did you work during the month of June or
2 from June 11th to June 30th?

3 A Yes.

4 Q And how did you arrive at work?

5 A By car.

6 Q Your car?

7 A Right.

8 Q Did you take anybody with you to work or did you
9 drive alone?

10 A No; I used to drive alone.

11 Q All right.

12 You entered the lot each day and then left it --

13 A Right.

14 Q -- to return home?

15 A Yes.

16 Q And while entering and leaving the parking lot,
17 did you observe the pickets, the 1198 pickets that
18 were picketing?

19 A Yes, they were out there.

20 Q All right.

21 Now, can you describe what took place in connection
22 with the pickets and yourself?

23 A Well, it all depends on who was on the line at
24 the time.

25 There was people that --

1 Q About how many pickets would usually be on the line?

2 A In the mornings?

3 Q Yes.

4 A Quite a few.

5 Q When you say quite a few --

6 A About eight, nine.

7 Q In the afternoons?

8 A About the same amount.

9 Q All right.

10 A And if there were people on the lone that I knew
11 that were workers during the day with us, it wasn't too
12 bad, you know, we used to go back and forth.

13 But if it was people on the night shift, I had a
14 confrontation with one of them already, when I had pulled
15 out of the lot, he banged on my car.

16 I got out of the car and I wanted to go at him. I
17 swore that I would get him if he ever put his hand on my
18 car again, I would run it over the next time.

19 Q He banged on your car with what?

20 A A stick.

21 Q Did he cause any damage to your car?

22 A No; he hit the bumper.

23 Q He had the stick in his hand?

24 A Yes.

25 Q Did you have any other confrontation with any

1 pickets in connection with entering or leaving?

2 A Just words.

3 Q All right.

4 Now, this confrontation that you had with this
5 picket with the stick, was that entering or leaving?

6 A Leaving.

7 Q That was in June?

8 A Right.

9 Q Now, you had some words with various pickets entering
10 and leaving?

11 A A few.

12 Q All right.

13 Do you recall the nature of these incidents?

14 A Do you want me to put down the words that I -- do
15 you want me to say the words that I said?

16 Q Well, I'd like you to tell me what they said and
17 what you said, yes.

18 A Well, I called him a no good Puerto Rican son of
19 a bitch rat bastard and I'd kill him the next time I
20 would see him.

21 Q Did he say anything to you to provoke you?

22 A He said, "Any time."

23 (Laughter.)

24 You know, they speak in Puerto Rican, they got
25 the advantage, now.

1 Q Well, what brought about your statement to the
2 picket?

3 A What brought it about?

4 Q Yes.

5 I mean, did you just pass by and make this
6 statement or did he do or say something to provoke it?

7 A It was the car incident.

8 Q Oh, this was the car incident?

9 A Right.

10 You can touch anything else but don't touch my car.

11 Q Is this the individual that touched your car?

12 A Right, the same one.

13 Q Okay.

14 Now, in addition to this incident where your
15 car was struck, did you have any incidents, any other
16 incidents where you had words with one or more of the
17 pickets?

18 A No.

19 I felt that -- anybody that was standing on the
20 line, I would just keep right on rolling.

21 If they wanted to stand in front of the car, I would
22 go right over them.

23 Q My question was:

24 Did you have any other incidents where you had words?

25 A No, no.

1 Q Okay.

2 Did you have any damage, did you sustain any
3 damage to your car during the month of June while parking
4 at Arkay?

5 A Flats.

6 Q Flats?

7 A Yes.

8 Q Was this on one occasion, more than one occasion?

9 A About five.

10 Q Five different occasions?

11 A Yes.

12 I had brand-new tires, so sometimes it would
13 puncture the tire, sometimes it wouldn't. It would depend
14 on where the nail was in the tire.

15 Q And what was the damage?

16 You had to replace the tire or just fix the flat?

17 A Well, they had fixed the flat for me at Arkay.
18 They had sent it to a place to be fixed. But in the in-
19 terim when we had gone out, the tires had to be replaced.
20 I had to replace the tires then.

21 Q Now, did you receive any phone conversations or
22 any phone calls in connection with the picketing?

23 A I, myself, never got a phone call, but my wife
24 informed me that there were about five or six phone calls.

25 Q She received phone calls?

1 A Right, they had threatened her.

2 Q Well, now, someone was on the phone and had a
3 conversation with your wife?

4 A Right.

5 Q All right.

6 Now, what did she tell you was told to her?

7 A That if I kept crossing the picket line, there's
8 going to be a lot of trouble not only for me but for
9 them, too.

10 Q And how many of these conversations did she
11 receive or did she tell you she received?

12 A About six or seven.

13 Q About six or seven?

14 A Yes, about that.

15 Q Now, Mr. Alessi, do you recall that there was a
16 meeting on July 1st of 1974?

17 A Well, it wasn't actually a meeting.

18 What had happened, I was driving into work like
19 I do every day. I passed the Olympic Lodge and there was
20 about 15 guys and four cars, five cars all over the place.
21 I pulled in because they had motioned me to pull in.

22 We started talking about all these harassments.

23 A lot of guys were afraid to go in. They used
24 to park their cars someplace else and everybody would
25 pile into one car, and then they would all go through

1 at the same time.

2 Q When you say "a lot of guys," are you talking
3 about employees of Arkay?

4 A Who were still going across the line.

5 Q Were these employees members of 23, 1 and 51?

6 A Yes.

7 Q And we're talking about the Paper Handlers' 1?

8 A Yes, right.

9 We asked them what do you want to do about this
10 here?

11 This is getting ridiculous.

12 I said, look, I got calls. A couple of other
13 friends of mine had gotten calls. There were people
14 there -- now, we know all our other union reps and the other
15 peoples' union reps.

16 There were people there that weren't from any of
17 our other union locals.

18 We were told that the next basis is coming is head
19 breaking.

20 One of them had gone out to the road and here comes
21 this tractor-trailer and he just picks up his hand and
22 the guy stopped on a dime.

23 We assumed this guy was from the Teamsters. We
24 had said, look, let's take a vote.

25 If all decide that we're not going to cross the

1 line because of these here harassments, then we'll all
2 stay out.

3 That's what happened. We took a vote. Then we
4 notified Howard Bates and Rizzo -- I don't know who
5 went down there to tell them -- of our decision.

6 About 15 minutes later they had come down to the
7 Olympic Lodge to try to tell us that, you know, this here
8 could be avoided and all.

9 Look, it's all well and good, I could be avoided
10 from getting into confrontation, I didn't give a damn
11 from any of them on the line anyway.

12 But when my family comes into this, I have no
13 control. I'm not there. I'm 53 miles away from my
14 house every day.

15 Q You mentioned that at the meeting someone discussed
16 the possibility of head breaking.

17 A Yes.

18 Q Who was this that discussed the possibility of
19 head breaking?

20 A One of the two fellows that was there. I didn't
21 bother to ask him who he was.

22 Q You didn't know who he was?

23 A No, because it was told to me by somebody that
24 you know what these guys are here for.

25 I said what the hell are these guys here for?

1 He said it's going to get worse, not going to
2 get better.

3 Q Who said that to you?

4 A One of my co-workers.

5 Q And you never seen these guys before?

6 A No.

7 Q Were they introduced to you?

8 A No.

9 Q You took your vote?

10 A Yes.

11 Q They happened to be present at the time?

12 A Right.

13 I think it was just to convey a message.

14 Q Representatives of Local 51, Local 23 and Local 1
15 were present at this meeting?

16 A Local 23, you mean?

17 Q Yes.

18 A Our president of our Local was there.

19 Q Who was that?

20 A Bill Cenara.

21 Q That's of Local 51?

22 A Right.

23 Q Who was there from 23?

24 A Moscoso.

25 Q And from Local 1?

1 A This fellow here.

2 Q Mr. Garvey?

3 A To tell you the truth, I, their delegates, I'm
4 not too familiar with.

5 Q Now, these two people that you saw there, these
6 strangers, so to speak, were they ever introduced during
7 the course of the meeting?

8 A No.

9 Q Nobody introduced them?

10 A No.

11 Q Do you know how they came to attend this meeting?

12 A No.

13 Q Do you know if anyone invited them to attend?

14 A Not that I know of. Nobody told me if they were
15 invited or who they were.

16 Q Do you know if they were teamsters' representatives?

17 A I assumed they were because this guy did stop this
18 truck. You know, a guy doesn't go out in the middle of
19 a road and pick up his hand and the truck stop for nobody.
20 The driver knew who he was.

21 Q You saw him stop the truck?

22 A Yes.

23 Q And where did he stop the truck?

24 A Right on -- what is that? --

25 Q At Arkay's premises?

- 1 A It was Motor Parkway and Marcus Boulevard.
- 2 Q Was this a truck that was heading toward Arkay?
- 3 A No, no.
- 4 It was just a truck on the road. He wasn't going
- 5 nowheres near Arkay.
- 6 Q When you saw him stop the truck, was this before
- 7 or after the meeting took place?
- 8 A During the meeting.
- 9 Q During the meeting?
- 10 A Yes.
- 11 Q He had left, I take it then, during the meeting?
- 12 A No.
- 13 They were there all the while.
- 14 Q Where did the meeting take place?
- 15 A Right in the parking lot.
- 16 Q Oh, I see; okay.
- 17 Now, in connection with the union representatives
- 18 from Local 23, Local 1, Paper Handlers and Local 51,
- 19 did they speak at all during this meeting?
- 20 A No.
- 21 Q You said you took a vote.
- 22 A Yes.
- 23 Q Is that correct?
- 24 A Right.
- 25 Q Did you vote in the presence of the union repre-

1 representatives?

2 A No.

3 Q You voted outside their presence?

4 A Right.

5 Q And where were they when you voted?

6 A One end of the lot and we were on the other.

7 Q This was an oral or written vote?

8 A Oral.

9 Q And after you reached the vote, did you -- did
10 you take any action following the vote?

11 A Yes.

12 We notified Mr. Bates and Mr. Rizzo of our decision.

13 Q Well, did you take any action prior to that in
14 connection with notifying the union representatives?

15 Did you let them --

16 A Well, we told our president of our Local what our
17 decision was. 23 did the same. Local 1 did the same, also.

18 Q And when you told them the results of the decision,
19 what, if any, response did they elicit?

20 A You mean from our unions?

21 A Yes, right.

22 A They told us that this is strictly upon our own,
23 that we have nothing to do with what your decision is.

24 He says is this your own decision?

25 We said that this is the decision we've made.

107 A

1 He said okay.

2 Q And then you say you told this to Mr. Rizzo?

3 A And Mr. Bates, right.

4 Q Do you know who acted as the messenger for Mr.
5 Rizzo and Mr. Bates?

6 A No, I don't know who went down there. I don't know
7 if they called them or somebody drove down.

8 Q Mr. Rizzo and Mr. Bates, they subsequently came
9 to speak to the employees?

10 A Yes.

11 Q And were your representatives from 23 and 1 and 51
12 there at the time that Mr. Rizzo --

13 A No.

14 I think they only spoke to us, they didn't speak
15 to any of the union men, the officials.

16 Q Just to the employees?

17 A Right.

18 Q All right.

19 Who acted as the spokesman, Mr. Rizzo or Mr. Bates?

20 A Mr. Bates.

21 Q And do you recall what, if anything, he said to
22 the employees?

23 A Not really.

24 Q Do you recall the sum and substance of his con-
25 versation?

1 A I didn't -- I didn't listen to it.

2 I was, like, on the outside.

3 Q Okay.

4 Was the morning of July --

5 A July 1st.

6 Q You actually didn't work that day, did you?

7 A No.

8 Q And have you worked since?

9 A No.

10 Q As far as you know, did members of the -- did
11 the other members of Local 51, with the exception of
12 Mr. Lichtrule and the other members of Local 23 and
13 Local 1 Paper Handlers -- did they cross the line since
14 July 1st?

15 A No.

16 Q Now, there came a time when you got a mailgram
17 from the company?

18 A About a month later, yes.

19 Q Did you --

20 A Informing me if I didn't go back by such and such
21 a date, that I would be replaced.

22 Q I show you General Counsel's Exhibit 3 in
23 evidence, and ask you to look it over.

24 Is that the mailgram that you received?

25 (Handing.)

1 A Well, this -- oh, yes, return to work. This is
2 the same thing.

3 Q Okay.

4 Now, you say that since July 1st you did not
5 cross that picket line.

6 A Right.

7 Q Were you aware whether the strike and the picketing
8 was continuing after Arkay?

9 A Oh, yes.

10 I reported to my union every week.

11 Q And did you make any inquiries concerning the
12 strike?

13 A I went out for dinner at the Olympic Lodge once
14 and I met a couple of people that were in there.

15 Q You kept up to date, in other words, one way
16 or another?

17 A Yes.

18 My tools are still in there.

19 Q In where?

20 A Arkay Packaging.

21 They were in there, anyway. I don't know who's
22 got them now. Probably Rizzo has them in his house.

23 (Laughter.)

24 Q Now, did you ever have any telephone conversations
25 with Al Levin?

1 A Yes.

2 Q And do you recall when this conversation occurred?

3 A About the end of January, the beginning of February.
4 He had called up the house. I hadn't been home
5 at the time.

6 And so it was very important that I call him back,
7 he said.

8 So I call him back. He says to me, "Look," he
9 says, "would you want to come back to Arkay?"

10 I said, "Look, Al, you're asking me to do something
11 -- I went out because of threats and all that there.
12 And you're asking me to come back now?

13 "First," I says, "I can't leave my union."

14 He says, "You won't be able to come back as a
15 51 man because 51 has no contract with Arkay."

16 Q Who said this?

17 A Al Levin.

18 Q What did he say?

19 A He said that "You can come back and we'd put you
20 in another union."

21 Q What did he say in connection with Local 51?

22 A That they no longer had any representation there.

23 Q And what was your response to Levin?

24 A I said, "I won't go back unless it was with 51."

25 Q And did he say anything?

111 A

1 A He said, "Well, that's your decision."

2 He says, "You know, it is up to you."

3 And I left it at that.

4 That was it.

5 Q Now, in connection with this conversation that you
6 had with Mr. Al Levin, did you tell anybody about this
7 conversation?

8 A Yes.

9 Q Who?

10 A I told Mike LaBianca.

11 He told me he had gotten a phone call. I told
12 Julie Seide about the phone call.

13 Q Anybody else?

14 A A couple of other fellows who were on strike with
15 us. I asked them if they got phone calls.

16 Q Do you recall the names of those who you told
17 it to, the employees?

18 Not really, because the only other one that I
19 know that actually got a phone call was Mike LaBianca.

20 Q You told it to more than one employee?

21 A Yes.

22 Q You told it to Julie Seide?

23 A Yes.

24 Q Do you have an idea how many employees you might
25 have told this incident to?

1 A Only two or three that I'm close with, you know,
2 that I see most.

3 Q So there were two or three and Julie Seide?

4 A Right.

5 In fact, I had asked this fellow John Cassano
6 if he had gotten a phone call; he didn't.

7 Q John who?

8 A Cassano.

9 Q And did you tell him about your phone call?

10 A Yes.

11 I asked him if he got one.

12 Q And was he a member of any of these unions?

13 A 51.

14 Q He's a member of 51?

15 A Yes.

16 MR. EDELMAN: I have no further questions, your
17 Honor.

18 JUDGE ROSE: Cross?

19 [CROSS EXAMINATION]

20 BY MR. HUSBAND:

21 Q Mr. Alessi, did you make a statement to a
22 representative of the NLRB covering some of the matters
23 you testified on here today?

24 A Yes, I did.

25 MR. EDELMAN: Let the record show that I have

1 he would get us into a union, I assumed that it was the
2 same deal that he had offered us before that.

3 Q Now, the meeting on Monday, July 1st.

4 A Right.

5 Q Now, you just sort of drove into it, it was --
6 you didn't have any notice of it beforehand?

7 A No, I had no knowledge that they were going to meet
8 that morning at the Olympic or any other place.

9 Q And there were representatives of the three unions
10 there, weren't there?

11 A Yes, they were.

12 Q But they weren't normally there every morning at
13 7:30, were they?

14 A No.

15 They used to be there -- like, when the strike
16 first started, our rep on a Monday or Tuesday morning
17 were asking us what our decision was.

18 We were complaining, you know, to them. They
19 would say, look, what are you fellows going to do?

20 We wanted to know what our rights are if we walk
21 out and if we do honor the picket line for any reason
22 whatsoever, we wanted to know where we stood.

23 Q You mean this is an earlier discussion?

24 A Right.

25 Q And what did they say about -- did they mention

1 a no strike clause?

2 A Yes, they did.

3 Q What did they say about that?

4 A They says the decision to stay out has to be entirely
5 on your own. He said that we can't tell you to honor the
6 picket line. He said we can't force you to stay out
7 because we have a no strike clause in the contract.

8 And that's when we kept crossing the line.

9 Q Did they mention the no strike clause again that
10 Monday morning?

11 A Yes.

12 Q What did they say then?

13 A They says that you are doing this upon your own.
14 All we wanted to know from them was if we do, we made our
15 decision; now, what happens to our jobs?

16 And they says, well, we're still represented in
17 51, in Arkay, 51 still got representation there.

18 Q They said that?

19 A Yes.

20 Q When did they say that?

21 A July 1st.

22 Q They said 51 was still representing?

23 A Yes, we still had a contract with Arkay.

24 Q I see.

25 But is that why you would have to do it on your own?

1 Q You mean as long as you did it by yourself, you
2 were safe?

3 A Yes.

4 Q And they'd make sure you got back in?

5 A Right.

6 Q But if they did it with you, then it would be bad?

7 A Well, they couldn't force us to stay out.

8 Q Now, did you work Saturday, the 29th?

9 A No.

10 Q Sunday, the 30th?

11 A No.

12 Q This was a Monday morning, the 1st?

13 A Yes.

14 Q Anything happened on Friday, the 28th?

15 A No.

16 It was just a normal day and then I went home.

17 Q When did you have the business about threatening
18 to run over this bad news fellow that hit your car?

19 It was very early in the strike, wasn't it?

20 A About a week or two -- about midway between June
21 the 11th and --

22 Q After you talked that way they didn't bother you
23 very much anymore, did they?

24 A Well, I don't think these phone calls came from
25 anybody that was on that line, really. Whoever it came

1 MR. HUSBAND: No further questions.

2 JUDGE ROSE: Redirect?

3 MR. EDELMAN: Yes, I just have a few.

4 REDIRECT EXAMINATION

5 BY MR. EDELMAN:

6 Q In connection with that meeting that took place
7 at the Olympic Lodge on July 1st.

8 A Right.

9 Q Did the union representatives of either 51, or
10 23 encourage you to stay out?

11 A No.

12 Q What position, if any, did they take at this meeting?

13 A That it was strictly up to us.

14 Q Now, in connection with the -- were these two
15 unidentified individuals, where were they during the
16 course of this meeting in relation to the group that was
17 actually meeting?

18 A They never were any group. They just stayed apart,
19 by themselves.

20 Q By themselves?

21 A The two of them, right.

22 Q How far away were they from the main body of
23 the men meeting?

24 A Always within 20 feet or better.

25 Q Away?

1 MR. HUSBAND: May I ask the names of the other ^{117A}
2 two witnesses? It is probably out of order at this time.

3 JUDGE ROSE: Oh, call your next witness, Mr.
4 Edelman.

5 MR. EDELMAN: Counsel for the General Counsel calls
6 Julius Seide.

7 Whereupon,

8 JULIUS SEIDE,
9 was called as a witness and having been first duly
10 sworn by the Administrative Law Judge was examined and
11 testified as follows:

12 DIRECT EXAMINATION

13 BY MR. EDELMAN:

14 Q Would you please stat your full name?

15 A Julius Seide.

16 Q What's your address?

17 A 8 Silversmith Lane, Levittown, New York.

18 Q Mr. Seide, are you currently employed?

19 A Yes.

20 Q And the name of your employer?

21 A New York Printing Pressmen & Offset Workers' Union
22 No. 51.

23 Q And do you hold a representative capacity with
24 this labor organization?

25 A I'm the business representative.

1 Q For how long have you been the business represen-
2 tative?

3 A Six years.

4 Q During this period of time, have you become familiar
5 with the various collective bargaining agreements that
6 Local 51 has with employers and employer associations?

7 A Yes.

8 Q Are you familiar with an organization, an employer
9 association specifically known as the Printers' League?

10 A Yes, I am.

11 Q And has Local 51 had any relationship with the
12 Printers' League over the years?

13 A For many, many years we've had a relationship.
14 We negotiatie with the Printers' League for the
15 industry-wide for all of the members of the Printers'
16 League.

17 Q The Printers' League, I take it, is an employers'
18 association of the employers?

19 A The Printers' League is the employer's association
20 which is part of the printing industries of metropolitan
21 New York, which is part of Printing Industries of America.

22 Q Now, was Arkay Packaging ever a member of the
23 Printers' League?

24 A Yes, they were.

25 Q There was a contract between Local 51 and the

1 Printers' League at a time that Arkay was a member of this
2 league?

3 A Yes, there was.

4 Q And how long was Arkay a member of this league?

5 A I couldn't answer as to how long.

6 Q Well, in the six years that you were representing
7 them, were they members of the league for six years?

8 A They were members of the league until either the
9 end of 1973 or the beginning of 1974; I'm not sure which
10 it was.

11 Q Okay.

12 Now, there was a contract, was there not, between
13 51 and the Printers' League at the time that Arkay was
14 a member?

15 A Yes.

16 Q And the last one would be then sometime in '73 or
17 '74; is that correct?

18 A It would be the one that ran, I believe, from
19 1971 until March the 3rd, 1974.

20 MR. EDELMAN: Your Honor, I'd like to mark this
21 for identification, as General Counsel's Exhibit 5.

22 (Whereupon, the above-
23 mentioned document was
24 received and marked
25 as General Counsel's
Exhibit No. 5 for
identification, as of
this date.)

1 BY MR. EDELMAN:

2 Q I show you G.C. 5 marked for identification, Mr.
3 Seide, and ask you to look it over, and can you identify
4 that?

5 (Hanging.)

6 A Yes.

7 This is the contract between the Printers' League,
8 the Printing Industries of Metropolitan New York and the
9 New York Printing Pressmen & Offset Workers from April
10 of 1971 to March 3rd of 1974.

11 Q And Arkay was a member of the league for the life
12 of this contract?

13 A Yes.

14 MR. EDELMAN: Mr. Husband, I show you the exhibit.

15 (Hanging.)

16 MR. HUSBAND: I don't see the relevance of this
17 exhibit, Mr. Edelman.

18 Are you going to connect it up?

19 MR. EDELMAN: Yes, I hope to.

20 JUDGE ROSE: Any objections?

21 MR. HUSBAND: No objection.

22 JUDGE ROSE: G.C. 5 will be received into evidence.

23 (Whereupon, the above-
24 mentioned document was
25 received into evidence.)

1 BY MR. EDELMAN:

2 Q Mr. Seide, following the expiration of the '74
3 contract, did you enter into negotiations with Arkay as
4 an individual company?

5 A Well, just prior to the expiration of the '74
6 contract, we received a letter from the Printing -- from
7 the Printers' League, which informed us that Arkay
8 had disassociated itself from the league and the league
9 contract.

10 At that time, I got in touch with Arkay about
11 negotiating.

12 Q And as a result of the negotiations, was a contract
13 agreed to?

14 A It was.

15 Q And what was the -- and what was the effect of --
16 and what was the contract that was agreed to actually?

17 A The contract that was agreed to was the league
18 contract which was to run from March 4, 1974 to March
19 3, 1975. And in addition to that, there was an addendum
20 to that contract at which there were an adjustment made
21 on the rotary presses because it was the union's contention
22 that the men had been classified incorrectly.

23 Mr. Bates agreed with the classification and agreed
24 to the addendum.

25 There was also an agreement there because Arkay

1 was in the -- had -- well, Mr. Bates had told us that
2 they were negotiating for gravure equipment and a gravure
3 plate department. There was also the recognition there
4 for Local 51 of the gravure presses and gravure plate
5 making department, which we were to man if the company
6 did go into that area.

7 MR. EDELMAN: I'd like to mark these as G.C. 6-A
8 and 6-B for identification.

9 (Whereupon, the above-
10 mentioned documents
11 were both received and
12 marked as General
13 Counsel's Exhibits
14 No. 6-A and 6-B for
15 identification, as of
16 this date.)

14 MR. HUSBAND: I definitely would like a copy of 6-B.

15 MR. EDELMAN: Okay.

16 MR. HUSBAND: Because I've never seen it before.
17 No objection to 6-A or 6-B, your Honor.

18 JUDGE ROSE: Would you identify those for us,
19 please.

20 MR. EDELMAN: Pardon?

21 JUDGE ROSE: Do you want to identify them?

22 MR. EDELMAN: Yes, I'm going to ask Mr. Seide to
23 do that.

24 BY MR. EDELMAN:

25 Q Mr. Seide, I show you copies of General Counsel's

1 Exhibits marked for identification, 6-A and 6-B, and ask
2 you if you can identify them?

3 (Handing.)

4 A Yes.

5 6-A is the contract -- it is actually an addendum
6 to that blue book.

7 There were language changes and wage scale changes.
8 We didn't print a whole book for a year, so we added this
9 to it.

10 6-B is the addendum that I had with Arkay Packaging,
11 which Local 51 had with Arkay Packaging for the things
12 that I mentioned, the gravure and the scales on the
13 presses being adjusted to where they belonged.

14 Q I take it then that if you were to read 6-A, 6-B
15 and superimpose those over the old legal agreement of '71-
16 '74, you would have the terms and conditions as applied
17 to Arkay; is that correct?

18 A Absolutely right.

19 MR. EDELMAN: At this point, your Honor, I'd like
20 to move that the documents be admitted and received into
21 evidence.

22 JUDGE ROSE: Any objection?

23 MR. HUSBAND: No objection.

24 JUDGE ROSE: Okay.

25 Exhibits 6-A and 6-B are received into evidence.

(Whereupon, the above-mentioned documents were received into evidence.)

1
2
3
4 BY MR. EDELMAN:

5 Q Did --

6 MR. HUSBAND: You will get me a copy of B, please?

7 MR. EDELMAN: I will.

8 If I don't do it immediately, just remind me and
9 I will do it for you.

10 MR. HUSBAND: Okay.

11 Thank you.

12 JUDGE ROSE: Proceed.

13 BY MR. EDELMAN:

14 Q The terms of this agreement were to expire on
15 3-3-75, I believe you indicated --

16 A That's right.

17 Q -- and the exhibit indicates, as well.

18 A Yes.

19 Q Now, Mr. Seide, on or about June 10th or 11th,
20 there was a strike and picketing by Local 119B; is that
21 correct?

22 A That's right.

23 Q You were aware of that condition?

24 A I was informed of it on June 10th in the morning.

25 Q Who informed you of that?

1 A The president of the union.

2 Q Of which union?

3 A Of my union.

4 Q Of your union?

5 A Yes.

6 Q Nevertheless, Mr. Seide, did you -- well, strike
7 that.

8 During the month of June, that period after the
9 strike had commenced, did Local 51 members continue to
10 cross this picket line?

11 A Yes, they did.

12 Q Now, during the period of time that existed in
13 June, did you have any contact with individual members
14 concerning the picket line?

15 A Oh, from the time that the strike began, I had
16 individual members call me from time to time.

17 I had -- I, myself, had two meetings with the
18 members.

19 Q When you say the members called you, was there
20 any purpose for these calls?

21 A The purpose for the calls -- the purpose of the
22 calls, it seemed that the men were looking for guidance.

23 Q In what area?

24 A In what they should do, what they should do with
25 the picket line, should they go in, shouldn't they go in,

1 things like that.

2 Q You say you had two meetings?

3 A Yes, I had two meetings.

4 Q Now, on or about when was the first time that you
5 met with members of Local 51?

6 A June the 11th.

7 Q On June the 11th?

8 A It was a Tuesday morning.

9 Q Where was it?

10 A It was under the tree on the right side of the
11 parkway -- of the drive way, I mean. Most of the members
12 of Local 51, 23 and Local 1 Paper Handlers came out to
13 the meeting because they had -- because the other unions
14 wanted a meeting, also.

15 Q Now, you say it was under the tree.

16 A Yes.

17 Q Where was this?

18 By the parking lot, you say?

19 A Yes.

20 Q Of --

21 A As you go into the right of the driveway.

22 Q Of whose parking lot?

23 A Arkay's parking lot.

24 MR. HUSBAND: Excuse me.

25 Mr. Reporter, could I ask you if you could state

1 to me what date this meeting was supposed to be? 127A

2 (Whereupon, the record was read.)

3 MR. HUSBAND: Thank you.

4 BY MR. EDELMAN:

5 Q Were representatives of other unions present, as
6 well?

7 A Manny Moscoso was there.

8 Q And he is a representative which?

9 A Of Local 23.

10 I don't remember anybody from Paper Handlers being
11 there.

12 Q All right.

13 And various employees were present; is that correct?

14 A Employees and management.

15 Mr. Rizzo was there, too.

16 Q Mr. Rizzo was there, as well?

17 A Yes.

18 Q All right.

19 And can you tell me about how many employees were
20 present? 

21 A I would estimate at this time, about -- they weren't
22 all the employees. It was most of the employees. I would
23 say 15 or 16.

24 Q And this would encompass the three locals?

25 A The three locals, right.

1 Q Can you tell me what took place at this meeting?

2 A Well, everybody was upset about the picket line.

3 Like I said before, the members of the three
4 unions were looking for guidance. They wanted to know
5 what to do.

6 I told them -- and later on in the meeting
7 after the meeting had been started, Mr. Cenara came,
8 about an hour after the meeting started.

9 I told them that we had a contract with -- that
10 Local 51 had a contract with Arkay which had very recently
11 been concluded and that the contract had to run until
12 March the 3rd of 1975 and that I could not tell them to
13 go out on strike because it would be illegal for me to
14 do so, that there was a no strike and an arbitration
15 clause for any grievances and that anything that they
16 did was on their own, not -- had nothing to do with Local
17 51.

18 Q Well, what position, if any, did the members take
19 or what questions did they ask?

20 A Well, they were asking what would happen if they
21 went out on strike and should they go out and what would
22 happen if they continued working and what would be their
23 position in the position if the company won the strike
24 over Local 119 and vice versa?

25 It was a -- the questions were actually, you know --

1 you know, these were people that were very concerned and
2 very worried about what was going to happen.

3 So the questions tended along the lines of what
4 would happen to their families and so on and so forth.

5 Q Was Mr. Rizzo there throughout the whole meeting?

6 A Yes, that meeting he was there throughout the
7 whole meeting.

8 Q All right.

9 You had that meeting.

10 Did you have any other meetings with the employees
11 of --

12 A I had a meeting in the street, across the street
13 from the firm on Tuesday, the 18th.

14 Q And what led --

15 A Prior to work.

16 Q Pardon?

17 A Prior to work.

18 Q Prior to work?

19 A Yes.

20 Q And this was across the street from the firm?

21 A Right.

22 Q Any particular location?

23 A Just in the middle of the street, we pulled the
24 cars over.

25 Q And is there any circumstance that took place

1 or any circumstance that took place that led to calling
2 this meeting?

3 A The chairman and a couple of the people had called.
4 At this meeting, the three unions were represented.

5 Q Who was present --

6 A No.

7 The Paper Handlers, Mr. Hunt was supposed to be
8 there and something happened and he couldn't show up. He
9 gave his men instructions to ask us the questions, meaning
10 Manny Moscoso and myself.

11 And again a little bit later Mr. Cenara showed up..

12 We were to answer the questions for the people,
13 the Paper Handlers. They were to follow the lead of what-
14 ever happened.

15 And again the same questions, what do we do and
16 everything else? And again it was repeated to them that
17 Local 51 had a contract which ran until March the 3rd
18 of 1975 and we're obligated to honor the contract which
19 we intended to do.

20 Q Was Mr. Rizzo, or any other management representa-
21 tive, present at this meeting?

22 A No.

23 Q Now, following this meeting, did you have any
24 further contact with any employee members between the
25 18th and the 28th of June?

1 A Well, I could have had some people call me, but
2 I never went to any other meetings.

3 Q Excluding meetings, did you have any telephone
4 contacts with employees?

5 A I had telephone contacts with a couple of employees
6 that called me.

7 Q Do you recall their names?

8 A Oh, Alessi called me. Mike LaBianca called me.
9 Cassano called me, also.

10 Q Any others that you can recall?

11 A Dave called me. I don't remember Dave's last name.

12 Q All right.

13 What was the substance of the conversations that
14 you had with these individuals?

15 A It was always what should we do?

16 And the only answer I could give them is what I
17 gave them, which I had been giving them for two meetings.
18 I had no other answers for them.

19 Q Well, was there any discussion as to picket line
20 activity during these telephone conversations?

21 A They were frightened, and there had been violence
22 out there, there had been people arrested and there had
23 been damage done to cars.

24 I understood that Arkay had paid \$3,000 for tires
25 in one day because of nails and tacks and things like that.

1 Q 3,000 in a day?

2 A In one day, yes.

3 I forgot who it was, but somebody even told me
4 about a guy going home on the Long Island Expressway
5 that ended up with four flats from nails that were
6 picked up from the parking lot alongside.

7 They were up tight. They were frightened, some
8 of them, and upset in many ways.

9 Q Were you present at that meeting on July 1st?

10 A No, I was not. I was on vacation at that time.

11 Q And when did you return from vacation?

12 A After the July 4th holiday.

13 Q Mr. Seide, do you recall receiving a copy of
14 this mailgram marked G.C. 2?

15 (Hanging.)

16 A I recall.

17 Q You did receive it?

18 A Mr. Cenara received it and gave it to me.

19 JUDGE ROSE: Are you having some kind of a problem,
20 Mr. Edelman?

21 MR. EDELMAN: Well, your Honor, I don't believe so.
22 I think I can work around it.

23 JUDGE ROSE: Okay.

24 BY MR. EDELMAN:

25 Q Mr. Seide, did you respond to the mailgram?

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A I responded.

Q Do you have a copy of that?

A No, I don't.

Q Do you recall the sum and substance of this response?

A I --

MR. HUSBAND: I'm going to -- you said that you sent a telegram to the company or a letter or what?

THE WITNESS: I returned a mailgram.

I don't have a copy of it because I think there was a mix up between Mr. Cenara's records and mine.

I have part of the correspondence, and I don't know what he did with his part of the correspondence.

MR. EDELMAN: If the company isn't going to deny receiving the mailgram from Mr. Seide, I'll be happy to stipulate to the contents, whatever it is.

MR. HUSBAND: No, I can't stipulate.

You know, you asked me earlier about that. Someone at the company said they thought they got even something from the union. But someone else disputed him.

MR. EDELMAN: All right.

Then I'll have to --

MR. HUSBAND: It wasn't clear which union either, for that matter.

MR. EDELMAN: In that case, I'll just have to rely, your Honor, on the best evidence that I have, in

1 this case, Mr. Seide's recollection.

2 JUDGE ROSE: Go ahead.

3 BY MR. EDELMAN:

4 Q Mr. Seide, is it your recollection that a telegram
5 was sent responding to the company's telegram, G.C. 2?

6 A Yes.

7 Q And to your best recollection, what was the sum
8 and substance contained in the telegram?

9 A Local 51 denied having anything to do with the
10 people walking out on strike.

11 MR. HUSBAND: Wait a minute.

12 I'm sorry, for interrupting, your Honor.

13 JUDGE ROSE: Go ahead.

14 A (Continuing.) And we said that it was our under-
15 standing that they had left the plant because they were
16 not offered sufficient protection and were afraid of
17 bodily harm, physical and property harm.

18 It, also -- can I continue?

19 Q Yes, go ahead.

20 A Well, I want to be cooperative with Mr. Husband.

21 MR. HUSBAND: Sufficient protection?

22 THE WITNESS: Yes, from bodily harm.

23 JUDGE ROSE: Please continue.

24 A (Continuing.) And harm of property, damage to
25 property, something like that.

1 Q Now, to your best knowledge, to date, have any
2 employees, any members of Local 51, crossed the picket
3 line?

4 A Yes.

5 Q And who has crossed the picket line?

6 A Lichtrule.

7 Q Other than Mr. Lichtrule, any other employee
8 members of Local 51?

9 A Not to my knowledge.

10 Q Now, how many employees, by the way, did Local 51
11 represent as of July 1st?

12 A About 12, I think. It was 11 or 12.

13 MR. HUSBAND: 51?

14 MR. EDELMAN: Yes.

15 BY MR. EDELMAN:

16 Q I show you -- strike that.

17 MR. EDELMAN: Mark this, please, as General
18 Counsel's Exhibit 7, I guess, for identification.

19 (Whereupon, the above-
20 mentioned document was
21 received and marked as
22 General Counsel's
23 Exhibit No. 7 for
24 identification, as
25 of this date.)

24 BY MR. EDELMAN:

25 Q I show you what has been marked as General Counsel's

1 Exhibit 7 for identification.

2 (Hanging.)

3 A Right.

4 Q Mr. Seide, have you looked at G.C. 7?

5 A Yes.

6 Q Can you tell me what that is?

7 A Yes.

8 This is a copy of a form that's sent to our
9 vacation fund and our SUBR & D fund.

10 On this form is listed the gross earnings, the
11 shifts worked and so on.

12 Q Well, forgetting for a second what's listed.

13 There are names. It says employee's last name
14 and initial.

15 A Right.

16 Q What are those names?

17 A The names of the employees in the various groups
18 which cover Local 1, Local 23 -- Local 1, Paper Handlers--
19 and Local 51.

20 Q Okay.

21 Now, would they have -- would that list be inclusive
22 or be complete as to all the Local 51 members who were
23 employed as of July 1st, this exhibit?

24 A Well, I don't know how many were employed as of
25 July 1st.

1 This list here is -- with the month ending March
2 the 30th of 1975. And the listed names here, I notice
3 there are only seven -- the number two category is 51.

4 I notice there are only seven 51 men listed on this.
5 I don't know if that's the complete list for that time.

6 I always thought there were 10 or 11.

7 MR. EDELMAN: Your Honor, may I have a moment?

8 I'm looking for an exhibit that I had thought
9 that I would be able to get away without finding, but now
10 I see I need it.

11 I had it.

12 JUDGE ROSE: How long is it going to take?

13 MR. EDELMAN: I hope -- the shorter the better.

14 I'm just going to briefly go through my papers.

15 JUDGE ROSE: Okay.

16 We'll be in recess for five minutes.

17 (Whereupon, the hearing was in recess at 4:25 p.m.)

18 JUDGE ROSE: Back on the record.

19 BY MR. EDELMAN:

20 Q Mr. Seide, I show you G.C. 7 for identification,
21 and I see the exhibit is marked as of March 30, 1975,
22 a monthly remittance report.

23 I believe that you were testifying in connection
24 with the names of those employees on that list.

25 A Yes.

1 Q And I ask you if that list contains those employees
2 who were members of Local 51 and employed by Arkay as of
3 June 28th, let's say, or July 1st?

4 A To the best of my knowledge, yes.

5 Q And that contains all the Local 51 members?

6 A Yes.

7 Q All right.

8 Now, how many Local 51 members are on that list?

9 A Sevwn.

10 Q And can you read off those names, who are Local
11 51 members?

12 A Yes.

13 Alessi, Cassano, DiLorenzo, LaBianca, Lichtrule,
14 Ribaud, and Seinfeld.

15 Q And the others, I take it, are members of either
16 Local, Paper Handlers --

17 A Right.

18 Q -- or Local 23?

19 A Right.

20 MR. EDELMAN: I move the document be admitted
21 into evidence at this time, your Honor.

22 JUDGE ROSE: Show it to Mr. Husband.

23 MR. EDELMAN: Yes, your Honor.

24 (Hanging.)

25 MR. HUSBAND: I don't want to be difficult, your

1 I was waiting for somebody to tell me okay that
2 I could mark this.

3 JUDGE ROSE: Okay, mark.

4 THE WITNESS: It's all marked, your Honor.

5 JUDGE ROSE: Okay.

6 Do you want to show that to Mr. Husband?

7 MR. EDELMAN: Yes, your Honor.

8 (Handing.)

9 JUDGE ROSE: Is there any objection to G.C.
10 Exhibit 7, Mr. Husband?

11 MR. HUSBAND: No, your Honor, there is not.

12 JUDGE ROSE: Okay.

13 G.C. 7 will be received into evidence.

14 (Whereupon, the above-
15 mentioned document
16 was received into
evidence.)

17 BY MR. EDELMAN:

18 Q Mr. Seide, I direct your attention to January
19 of 1975, and ask you if you recall corresponding with
20 Arkay Packaging at that time?

21 A Yes, I corresponded with Arkay.

22 MR. EDELMAN: Mark this, please, as General Counsel's
23 Exhibit No. 8 for identification.
24
25

(Whereupon, the above-mentioned document was received and marked as General Counsel's Exhibit No. 8 for identification, as of this date.)

BY MR. EDELMAN:

Q I show you General Counsel's Exhibit 8 marked for identification, and ask you if you have ever seen this exhibit before?

(Hanging.)

A Yes.

I sent this letter to Arkay Publishing and Printing Company in the end of January of 1975.

Q It is dated January 23rd.

Is that when it was sent out, on or about?

A Yes, that's when it was typed.

It might have been sent a day later.

MR. EDELMAN: Okay.

I show a copy to counsel for the Respondent.

(Hanging.)

JUDGE ROSE: Any objection?

MR. HUSBAND: No objection, your Honor.

JUDGE ROSE: It is received.

MR. HUSBAND: That's 3, is it?

MR. EDELMAN: Yes..

(Whereupon, the above-mentioned document was received into evidence.)

BY MR. EDELMAN:

Q And did you receive a response from Arkay at all?

A I did.

Q When?

A A few days later.

MR. EDELMAN: And I would like this marked as General Counsel's Exhibit No. 9 for identification.

(Whereupon, the above-mentioned document was received and marked as General Counsel's Exhibit No. 9 for identification, as of this date.)

BY MR. EDELMAN:

Q And I show you G.C. 9 for identification, and I ask you, Mr. Seide, if you've ever seen this letter?

(Handing.)

A It is a letter sent to me by Mr. Roche, of Arkay, in answer to the letter I sent to him on the 23rd.

Q Is this what you received as the company's response?

A Yes.

MR. EDELMAN: I show counsel for the Respondent a copy of the exhibit.

(Handing.)

1 I offer General Counsel's Exhibit 9 into evidence,
2 at this time, your Honor.

3 JUDGE ROSE: Any objection, Mr. Husband?

4 MR. HUSBAND: No objection.

5 JUDGE ROSE: G.C. 9 is received.

6 (Whereupon, the above-
7 mentioned document
8 was received into
evidence.)

9 BY MR. EDELMAN:

10 Q Upon your receipt of this February 4th letter, G.C.
11 9, did you take any action in connection with this?

12 A Yes.

13 I made a telephone call.

14 Q And whom did you speak to?

15 A I believe it was Mr. Roche.

16 Q And on or about when did you make the call?

17 A A couple of days after I received that letter.

18 Q And can you tell me the conversation that you had
19 with Mr. Roche at this occasion?

20 A I told him at that time that after reading his letter,
21 I assumed that by his letter that he had hired people
22 to replace 51 members and that we were not notified,
23 according to the security clause of the contract, and that
24 we didn't know that there were replacements in the plant.

25 I had told him that if he had hired anyone during

1 the course of the contract, we were supposed to have been
2 informed 30 days after their hire and they were
3 supposed to make application to the union.

4 None of them, however, did.

5 Q Had that been the practice in the past years?

6 A It always was the practice.

7 Q Was it a practice when Arkay was a member of the
8 league?

9 A Yes.

10 Q Was it a practice throughout your experience with
11 Arkay, whether in the league or out of the league?

12 A Well, most of the time Arkay called the union when
13 they wanted men. And because of this problem, they went
14 outside to get people.

15 But it's always been the practice of the industry.

16 Q To what, notify the union of new hires?

17 A Notify them 30 days after that there are people
18 that are not union people working and that then we would
19 go down -- a business representative would go to the
20 plant, investigate, find out and ask these people
21 to join the union.

22 Q Did Mr. Roche respond to your statements?

23 A No, he didn't respond.

24 He just said that that's the way it was. I didn't
25 know Mr. Roche at all at that time. I had never met him.

1 Q Are there any members of Local 51 currently
2 working at Arkay?

3 A One member.

4 Q And his name is?

5 A Lichtrule.

6 Q And has the company taken any action since the
7 date of that letter in connection with Lichtrule which
8 would be consistent with continued recognition of Local 51?

9 A They have.

10 Q And what action has that been?

11 A They've been paying his dues -- they've been taking
12 his dues on the dues check-off and sending it in.

13 They've been paying the vacation money into the
14 vacation fund. They've been paying his welfare -- the
15 contribution into the welfare fund, pension fund and
16 everything else that is called for by our contract.

17 Q Up and until what period of time?

18 A Up until now.

19 MR. EDELMAN: I'd like to have these documents
20 marked General Counsel's Exhibits 10-A through 10-F for
21 identification.

22 (Whereupon, the above-
23 mentioned documents
24 were all so received
25 and marked as General
Counsel's Exhibits
Nos. 10-A through 10-F
for identification,
as of this date.)

1 BY MR. EDELMAN:

2 Q Mr. Seide, I ask you to look at G.C. 10-A through
3 10-F marked for identification, and can you tell me what
4 those documents are?

5 (Hanging.)

6 A Yes.

7 These are remittance sheets to the vacation fund
8 and the E&R and SUB fund.

9 Q SUB is what?

10 A Is supplementary unemployment.

11 On these remittance sheets is also a record of
12 monies paid to the welfare and pension fund on these
13 sheets.

14 These sheets go from April 1975 all the way through
15 until September of 1975. They paid October 1975, but
16 that sheet is in the bank being processed so, therefore,
17 there was no copy in my office.

18 MR. EDELMAN: I show copies to counsel for the
19 Respondent.

20 (Hanging.)

21 Your Honor, I offer General Counsel's Exhibit
22 10-A through 10-F into evidence at this time.

23 JUDGE ROSE: Any objection, Mr. Husband?

24 MR. HUSBAND: No objection.

25 JUDGE ROSE: Exhibits 10-A through 10-F are received.

(Whereupon, the above-mentioned documents were received into evidence.)

MR. EDELMAN: I have no further questions.

JUDGE ROSE: Cross examination?

CROSS EXAMINATION

BY MR. HUSBAND:

Q Mr. Seide, did you make any statements to the NLRB on matters you testified here today?

A Yes, sir.

MR. EDELMAN: Let the record indicate that I have submitted a copy of Mr. Seide's statement to Mr. Husband.

MR. HUSBAND: Your Honor, it is a long statement.

It is near 5:00 o'clock. Cross examination is going to be pretty long.

JUDGE ROSE: Is it your suggestion that we ought to recess for the evening?

MR. EDELMAN: Well, I think it would be an appropriate time at this stage of the game, your Honor, frankly.

JUDGE ROSE: Very well.

We'll recess until 10:30 tomorrow morning.

We still will be able to recess now and start at 10:30 and finish tomorrow?

MR. HUSBAND: Yes.

P R O C E E D I N G S

JUDGE ROSE: On the record.

MR. EDELMAN: Your Honor, before Mr. Husband begins cross-examination, I am informed by the Union representatives that the Respondent has an employee in the room and as long as we have the sequestration ruling I assume that we will --

MR. HUSBAND: Sure.

(Whereupon, the individual above described left the hearing room.)

Whereupon,

JULIUS SEIDE

having been previously sworn resumed the stand and testified further as follows:

CROSS-EXAMINATION

Q (By Mr. Husband) Mr. Seide, I hand you General Counsel's Exhibit 7.

I point to you the group of seven employees that has Local 51 Pressmen marked.

I would like to ask you what those people did.

Now, what did Allessi do?

A He was a pressman.

Q What about --

A Cassano was a pressman, I believe he was the foreman at one time, I don't remember exactly.

1 Q LaBianca?

2 A He was a supervisor, a foreman.

3 Q And Lichtrule was a foreman, supervisor also,
4 wasn't he?

5 A That is what I was told, right.

6 Q And Seinfeld was what?

7 A A supervisor in one area.

8 Q So out of your seven people three of them were
9 supervisors?

10 A Right.

11 They didn't originally start as supervisors, they
12 started in the pressroom and were promoted from within.

13 Q But you agree that those three were supervisors
14 within the meaning of the LMRA?

15 MR. EDELMAN: I will object to that.

16 I don't know that the witness is competent to make
17 such a conclusion.

18 If Mr. Husband will define --

19 JUDGE ROSE: We don't need that. Sustained.

20 Q (By Mr. Husband) Were you familiar with their
21 activities?

22 A Some of their activities.

23 Q Lichtrule had the power to hire and fire people,
24 didn't he?

25 A I never dealt with Lichtrule, I don't know.

1 Q LaBianca did?

2 A LaBianca was in the pressroom.

3 Q And he had the power to hire and fire people?

4 A He did call people into the Union and we sent
5 people when he needed them.

6 MR. HUSBAND: In other words, you don't want to
7 stipulate on this or anything even though you have state-
8 ments to that effect in your statements?

9 MR. EDELMAN: Well, I will tell you, I would go
10 along and stipulate but I'm not so sure from even the
11 statements that you have as to whether I could enter into
12 a stipulation.

13 May we go off the record?

14 JUDGE ROSE: Very well, off the record.

15 (Discussion off the record.)

16 JUDGE ROSE: Back on the record.

17 Let us proceed with this witness.

18 Q (By Mr. Husband) Isn't there another employee be-
19 sides Seinfeld, Lichtrule and LaBianca?

20 What does Ribaudo do?

21 A I think he worked in the pressroom.

22 Q You are not sure though?

23 A Not that sure.

24 Q At the time in June, at the time of the 119B strike,
25 you were in the Allied Printing Trades Council, weren't you?

1 I believe I said they called me.

2 They didn't say they wanted to go out.

3 They were asking for advice.

4 Q When did you go on vacation in 1974?

5 A The last week in June I finished an arbitration
6 and went on vacation and was out until after July the 4th.

7 Q So when you came back you came back on the 5th?

8 A No, it was the -- the 5th I believe was a weekend.

9 I came back on the 7th or the 6th or 7th.

10 Q The 5th was a Friday.

11 A I didn't come back -- I was out that full -- that
12 whole week and I came back.

13 Q On a Monday?

14 A On a Monday.

15 Q When you came back was the Maillogram from the
16 Company then in your office?

17 A It had to be, Mr. Cenara gave it to me on the
18 Monday I came back.

19 Q Did you answer it at that time?

20 A I answered it.

21 Q You sent your answer out on the 7th?

22 A Yes, it would be Monday or Tuesday of that week.

23 Q According to your earlier testimony when you sent
24 that Mailgram out the content of it was to dispute what
25 the Company said in its Maillogram; is that correct?

1 A That is true.

2 Q So you and the Company were at loggerheads, correct?

3 A Sort of.

4 Q And as you had told the men in Local 51 you still
5 had a contract with the Company, correct?

6 A That's right.

7 Q And you had one of your members, Mr. Lichtrule,
8 who was still there working at the plant, correct?

9 A As far as I know, yes.

10 Q So you had this dispute in early July, 1974 with
11 the contracting company?

12 A Yes.

13 Q Did you contact the Company in the month of July,
14 1974?

15 A No.

16 Q Did you contact them in the month of August, 1974?

17 A Not to my knowledge.

18 Q Did you contact them in the month of September,
19 1974?

20 A No.

21 Q October, 1974?

22 A No.

23 Q November, 1974?

24 A Not until January of 1974.

25 Q January 23?

1 A 1975.

2 Q Now, why didn't you contact them?

3 A Because I was told --

4 Q You claim you had a contract?

5 A Because I was told by my president that he was
6 handling the situation, that I was to step aside and
7 he would handle it himself.

8 Q To your knowledge did he ever contact the Company
9 during those months?

10 A I have no idea.

11 Q You sent this letter September 23rd to the Company?

12 A That's right.

13 Q Then you received an answer dated February 4th?

14 A Correct.

15 Q From Mr. Roche?

16 A Yes.

17 Q You said you telephoned Mr. Roche. When did you
18 telephone him, the day after?

19 A A day or two after, right after -- after I dis-
20 cussed the letter with Mr. Cerara so it could have been
21 the next day or the day after, I'm not sure.

22 Q So if you got it on the 6th it was probably the
23 6th or 7th?

24 A Somewhere.

25 Q Let's see, the 5th was Wednesday, the 6th was a

1 Thursday, the 7th was a Friday, but you are sure it was
2 the same week?

3 A Same week, within a couple of days.

4 Q Now, what did you say to Mr. Roche?

5 A I told Mr. Roche that after having read his reply
6 that I was upset that the Company wouldn't sit down and
7 bargain, and I also told him that from what I read with
8 the reply that he had hired new people and we had never
9 been informed of any new hirees and no one has ever made
10 application to belong to the Union, even though we do
11 have a bona fide contract still in existence at that time.

12 Q When did you call Mr. Roche to tell him this?

13 A I told you the day.

14 Q At the plant?

15 A At the plant through the switchboard.

16 Q And what did he say in response to all this?

17 A He said that the letter speaks for itself or some-
18 thing to that effect.

19 He didn't respond to the violation of contract
20 which I told him about, that I felt there was.

21 Q Well then, according to Mr. Roche, Mr. Roche's
22 letter, there was another difference between the parties,
23 correct?

24 A Yes.

25 Q Did you do anything about it?

1 A No, I went to the Labor Board.

2 Q You are very certain, are you, that you telephoned
3 Mr. Roche?

4 A I'm very certain.

5 Q And you are certain that you talked to him?

6 A All I know is that the party on the other side
7 said it was Mr. Roche.

8 I asked for him through the switchboard.

9 I had never met Mr. Roche until yesterday, to my
10 knowledge.

11 I don't remember Mr. Roche until yesterday, to
12 my knowledge, so I don't know who was but he did say it
13 was Mr. Roche.

14 I mean, if I had asked to speak to John Rizzo
15 and he got on the phone I know his voice, I would have
16 known it was John without his saying "My name is John
17 Rizzo."

18 Q But it is your clear memory in December of 1975
19 that you talked to Mr. Roche, in February, 1975?

20 A That's right.

21 Q I ask you if you recognize this document?

22 A Yes.

23 Q What is it?

24 A It is a statement I made to the N.L.R.B.

25 Q I direct your attention to the bottom three paragraphs

1 on Page 4 and ask if you will read them aloud.

2 You may read them to yourself first if you want
3 and then read them aloud.

4 A What do you want me to read aloud?

5 Q The last three paragraphs.

6 A "I heard nothing further from the Company until
7 January 23rd, 1975 when I sent the letter and a copy of
8 which is marked Exhibit 2 asking -- something -- to
9 negotiate a new contract, asking the Company to negotiate
10 a new contract."

11 Q Asking Arkay?

12 A Arkay.

13 "I received from -- a reply from Arkay, a letter
14 dated February 4th, 1975, a copy of which attached de-
15 scribed in Exhibit 3.

16 "Thereafter I filed the charge and have not
17 further contact with the Company."

18 Q Now, you gave a statement in March, 1975, didn't
19 you?

20 A That's right.

21 Q About March 10th?

22 A Yes.

23 Q How come you never mentioned the phone call to
24 Mr. Roche on March 10th?

25 A Must have been an omission.

1 Q I ask you again, having read this, is it still
2 your testimony under oath that you called Mr. Roche by
3 phone and talked to him?

4 A Yes, sir.

5 Q During the month that 51 and 1, 23 people were
6 still working you saw the Company hire replacements for
7 all the 119 people, didn't you?

8 A No, I didn't.

9 Q They hired replacements for some of the 119 strikers,
10 didn't they?

11 A I wouldn't know who they hired.

12 I know that they were having interviews but I
13 don't know of any direct hirings.

14 Q But you knew the Company was operating, didn't
15 you?

16 A Oh yes, they were operating.

17 Q And they were running the equipment?

18 A I don't know what they were running, I know that
19 ALA, Amalgamated Lithographers Lithographers were working
20 so this equipment was running, which were the offset
21 presses.

22 I wasn't in the plant.

23 Q After you left why did you conclude that there
24 were no employees working the equipment that your members
25 had formerly run?

1 A Why did I conclude?

2 Q Yes?

3 A When I left to go on vacation all people from
4 Local 1, Paper Handlers, Local 23 and Local 51 were
5 working.

6 I didn't have to assume anything.

7 My guys were covering the job.

8 Q According to you they had told you they wanted
9 to leave?

10 A They didn't tell me they wanted to leave.

11 They wanted information on what they should do.

12 Q Six and a half months went by from July 1st, over
13 six and a half months until your first contact with the
14 Company.

15 Now, if the Company wasn't operating the machinery
16 and you didn't know about replacements being hired why
17 did you bother asking for a new contract?

18 A Why did I bother asking?

19 Q Yes.

20 A I'm required to ask for -- to bargain a new con-
21 tract.

22 As far as I knew it was still operating, the
23 Company was still attempting to operate, and if they --

24 Q You knew they were attempting to operate?

25 A They had ALA work in there.

1 I didn't know what else they had working in there.
2 I knew they did -- they were interviewing when
3 I went away on vacation to hire new people.

4 I had heard there were new bindery people.

5 I knew nothing about anything else, and I told you
6 that Mr. Cenara had assigned me to other work and told
7 me he would handle Arkay himself, which he definitely told
8 me to send in a letter asking for negotiations, which I
9 did.

10 Q But during that time you did know that a Local 51
11 member, a supervisor, according to your belief, was still
12 working there?

13 A Oh yes, I knew that Lichtrule was still there.
14 I knew that Rizzo was still there.

15 Q That's right, Mr. Rizzo was a former --

16 A Former member of Local 51.

17 MR. HUSBAND: I request the Reporter to mark this
18 for identification, please.

19 (The document above-referred to
20 was marked Respondent's Exhibit
21 No. 1 for identification.)

22 Q (By Mr. Husband) I hand you Respondent's Exhibit 1
23 for identification, Mr. Seide, and ask you if you recognize
24 it?

25 A No.

Q Do you recall receiving a copy of that letter at

1 the Union office?

2 A No, I did not get a copy of that letter.

3 Q Did Mr. Cenara show you the letter?

4 A He did not show me the letter.

5 MR. HUSBAND: I request the Reporter to mark this
6 for identification.

7 (The document above-referred to
8 was marked Respondent's Exhibit
9 No. 2 for identification.)

9 Q (By Mr. Husband) Mr. Seide, you are familiar
10 with the work that Local 23 members and the Paper
11 Handlers 1 members were doing at Arkay?

12 A Not all, only some.

13 Q Well, two of the 23 members were doing stamping,
14 weren't they?

15 A I couldn't tell you, Mr. Husband.

16 Q All right, you are not familiar with that.

17 I hand you Respondent's Exhibit 2 for identifi-
18 cation and ask you if you recognize it?

19 A No, sir, never saw it before until now.

20 Q You see that the letter indicates that a copy of
21 the letter and the petition were both sent to Local 51?

22 A Yes, I see.

23 It probably went to Mr. Cenara. I never saw it.

24 MR. HUSBAND: I have no further questions.

25 JUDGE ROSE: Redirect?

1 MR. EDELMAN: I have no redirect.

2 JUDGE ROSE: Okay, you are excused, thank you.

3 (Witness excused.)

4 JUDGE ROSE: Call your next witness.

5 MR. EDELMAN: Mr. James McGrath.

6 Whereupon,

7 JAMES MC GRATH

8 was called as a witness by and on behalf of the National
9 Labor Relations Board and, having been first sworn by
10 Judge Rose, was examined and testified as follows:

11 JUDGE ROSE: Please be seated.

12 State your name and address for the record.

13 THE WITNESS: James McGrath, 95 South Strongs Road,
14 Copiague.

15 JUDGE ROSE: Spell your name.

16 THE WITNESS: M-c-G-r-a-t-h.

17 DIRECT EXAMINATION

18 Q (By Mr. Edelman) Mr. McGrath, are you a member
19 of any labor organization?

20 A Local 1.

21 Q Is that the Paper Handlers?

22 A That's right.

23 Q Have you ever been employed by Arkay Packaging?

24 A Yes.

25 Q Since on or about what date?

1 A Oh, around from 1970, just after they went out
2 there, pretty close to that, a little after.

3 Q What was your position at Arkay Packaging?

4 A What was my position?

5 Q Yes.

6 A Paper handler, a material handler, that was the
7 classification, material handler.

8 Q Do you recall on or about June 10 or 11, 1974
9 that Local 119B went out on strike?

10 A Yes.

11 Q Was there a picket line set up?

12 A That's right.

13 Q How do you come to work each day?

14 A I drove.

15 Q In your car do you take anybody else with you
16 or you just come alone?

17 A I came alone.

18 Q I take it that you parked?

19 A In the parking lot.

20 Q Is that the Company's parking lot?

21 A That's right.

22 Q I take it that you left from the lot in the same
23 direction?

24 A That's right.

25 Q As you came in?

1 A Yes, the same way.

2 Q Now, in order to enter and leave did you have to
3 cross the picket line?

4 A That's right.

5 Q In connection with the month of June, from June 10
6 or 11, whenever the strike began, until the end of June,
7 can you describe conditions as they were entering and
8 leaving the parking lot for each day?

9 A Well, it wasn't very comfortable.

10 We had to hear abuse.

11 They use to threaten us, telling us that they are
12 not going to be responsible for what they do if we keep
13 crossing the line.

14 Q Was this said to you on one occasion, more than
15 one occasion?

16 A Well, it was abuse every day.

17 Every day we got different abuse.

18 Q Can you recall some of the things that were said
19 to you as you entered and left?

20 A Well, "Lousy scab, strikebreaker," and different
21 other things.

22 Q Well, what else was said?

23 A Well, they called us son of a bitch which I don't
24 like to say.

25 Q You mentioned that they said "We won't be responsible

1 for what happens to you"?

2 A That's right.

3 Q Did you get any other statements like that that
4 were made during the course of entering and leaving the
5 plant?

6 A No, I can't roughly say.

7 Your mind ain't on what you hear and you got to
8 hope with the window open, you want to get out of there.

9 Q During this period of time did you suffer any
10 damage to your car?

11 A Well, I had a flat tire, six nails in my two tires
12 one time.

13 Q What was the damage as a result of this?

14 A Well, the Company reimbursed me for a tire.

15 Q You lost a tire?

16 A That's right.

17 Q Were there any other times when you had a flat tire
18 or nails in the tire other than this occasion?

19 A I had them a few times.

20 Q Several times?

21 A That's right.

22 You didn't know when you were going to get them.

23 MR. HUSBAND: Could I have that question and answer
24 read back?

25 (Whereupon, the last question and the

answer thereto read by the Reporter.)

Q (By Mr. Edelman) Do you recall that a meeting took place on or about July 1st at the Olympic Lodge?

A Yes.

Q Were you present at that meeting?

A I was.

Q About what time did it take place?

A Oh, between 10:00 and 11:00 o'clock.

Q Was this in the morning?

A In the morning.

Q Where did it take place?

A Olympic Lodge.

Q Was this before you went to work or where did it take place in connection with your work day?

A How is that again?

Q I want you to try and tell me when the meeting took place in connection with the work day. Was it during your work, was it before you went to work, was it lunch time, was it after work?

A Before we went to work.

Q What time do you normally go to work?

A 8:00 o'clock in the morning.

Q So the meeting took place before 8:00 o'clock in the morning?

A That's right.

- 1 Q Who was present at this meeting?
- 2 A Various Unions, our president, our delégate
- 3 Q In connection with Local 1, were there any repre-
- 4 sentatives present?
- 5 A Mr. Garvey and Mr. Hunt.
- 6 Q They are representatives of Local 1?
- 7 A Yes.
- 8 Q Was Local 51 present at this meeting?
- 9 A Yes.
- 10 Q Who was present representing Local 51?
- 11 A I think it was Cenara.
- 12 Q Was Local 23 represented at this meeting?
- 13 A Yes.
- 14 Q Who was the representative for Local 23?
- 15 A Mr. Manning.
- 16 Q Pardon?
- 17 A Manning, Mr. Manning.
- 18 Q Mannie Moscoso?
- 19 A Yes.
- 20 Q There were employees present, were there?
- 21 A Yes.
- 22 Q And were there employees from Local 1 present?
- 23 A That's right.
- 24 Q And 23?
- 25 A Yes.

1 Q And 51?

2 A Right.

3 Q Do you know about how many employees were present
4 at the meeting? Can you give an estimation?

5 A Gee, I can't roughly tell you.

6 Q Was it 50 or 60 or 10?

7 A I know there was four of ours from Local 1.

8 Q And from 23 --

9 A I can't -- I don't recall so I don't know.

10 Q Now, were there any other Unions that you know pre-
11 sent, any of the Union representatives present at this
12 meeting from other Unions other than Local 1 Paper Handlers
13 or from 23 and Local 51?

14 A No.

15 Q Were any Company representatives present at this
16 meeting?

17 A I hadn't seen any of them.

18 Q Can you tell me what took place at this meeting?

19 A Well, we were there and our Union representative,
20 Mr. Hunt, Mr. Garvey told us they had a contract and it
21 was up to ourselves what to do.

22 So I called the four men aside, three men and my-
23 self, and I told them, I said "Fellows, it is up to your-
24 selves if you want to, if you want your life to be in
25 danger, it is up to yourselves."

1 "I'm not going to cross the line."

2 Q Did you feel threatened?

3 A Naturally I did feel threatened because
4 I had to ride home and I got a family and kids.

5 I'm sure it was not my first time being
6 in a strike.

7 Q Was there a vote taken by the employees
8 as to whether they were going to cross the line or not?

9 A There was no vote that I seen, no.

10 Q You had a discussion, you said?

11 A I had a discussion with the other three men.

12 Q As a result of the discussion was there any re-
13 sult or conclusion reached?

14 A We decided we couldn't cross the line.

15 Q In connection with the decision did you communi-
16 cate it to anybody?

17 A I told our president, our delegate we weren't
18 crossing the line.

19 Q Do you know whether other members of the other
20 Locals had similar discussions?

21 A I couldn't tell you.

22 We were separate from them altogether.

23 Q When you told your delegate of your decision what
24 if anything did he say?

25 A He didn't say nothing.

1 He says "Well, it is your decision, we have a
2 contract with the Company."

3 Q Did you cross the picket line following this de-
4 cision?

5 A No, I did not.

6 Q Did any other local 1 paper handler cross the
7 picket line, to your knowledge?

8 A No, not that I know of.

9 Q Now, I take it you received a Maillogram some time
10 after that, did you, from the Company?

11 A Yes, I did.

12 Q What was the sum and substance of that Maillogram,
13 do you recall?

14 A That I would be replaced if I didn't report to
15 work on a certain date.

16 MR. EDELMAN: We have that in a stipulation, I
17 believe.

18 Q Have you been in contact with Arkay since July 1st?

19 A Yes, I went out to get my clothes.

20 Q When was that?

21 A Oh, it was a couple of months ago, Mr. Rizzo?

22 You were the one that gave it to me. I think it
23 was a couple of months ago.

24 Q Some time in January, February or so or later than
25 that?

1 was called as a witness by and on behalf of the National
2 Labor Relations Board and, having been first duly sworn
3 by Judge Rose, was examined and testified as follows:

4 JUDGE ROSE: Please be seated and state your
5 name and address for the record.

6 THE WITNESS: Manuel Moscoso, 172 East Fourth
7 Street, New York City.

8 JUDGE ROSE: Spell that'for us, please, your last
9 name?

10 THE WITNESS: M-o-s-c-o-s-o.

11 DIRECT EXAMINATION

12 Q (By Mr. Edelman) Mr. Moscoso, are you presently
13 employed?

14 A Yes.

15 Q And your employer?

16 A I'm the President of Local 23.

17 Q How long have you been president?

18 A About a year and a half.

19 Q Prior to this time did you hold any other office
20 in the Union?

21 A I had been vice president but it was non -- not
22 a full time officer's job.

23 Q How long were you vice president?

24 A Six years.

25 Q Through your position as president and vice president

1 did you have a knowledge of the various contracts that
2 Local 23 had with various employers in the industry?

3 A As vice president, no.

4 Q As president?

5 A As president, when I got in no one taught me any-
6 thing because the past president was on the opposite side
7 so I had to find everything for myself, so it took me a
8 long time to get knowledge.

9 Q In the process of acquiring knowledge did you
10 inquire knowledge of an agreement between Local 23 and
11 the Printers League?

12 A Yes.

13 Q Did you also acquire knowledge with respect to the
14 '71-'74 -- '73 -- I guess it was '71-'74 agreement that
15 Arkay was a member of the League at that time?

16 A I knew that they were members of the Printers League,
17 yes.

18 Q Did you also become aware that there came a time
19 when Arkay ceased to be a member of the League?

20 A Yes, there was.

21 There was a letter from the Printers League in-
22 forming us that Arkay Packaging Company was no longer a
23 member of the Printers League.

24 Q And their membership expired with the expiration
25 of the '71-'74 League agreement; is that correct?

1 A I believe so.

2 MR. EDELMAN: I would like to have this document
3 marked as General Counsel's Exhibit No. 11.

4 (The document above-referred to
5 was marked General Counsel's
6 Exhibit No. 11 for identification.)

7 MR. EDELMAN: The two white sheets are supplements
8 to that.

9 I would like to have this marked again as 11-B.

10 (The document above-referred to
11 was marked General Counsel's
12 Exhibit No. 11-B for identification.)

13 THE WITNESS: That is also part of it.

14 One increase was in May and the other increase,
15 I believe, was in November, within that same area.

16 Q (By Mr. Edelman) Well, the contract expired, the
17 '74 contract expired what date?

18 A On April 30th.

19 Q April 30th?

20 A Yes, so May 1st on.

21 Q That would be a new contract?

22 A Started a new one, yes.

23 Q I show you General Counsel's Exhibits marked 11 and
24 11-B and ask you if you can tell me what that is?

25 A This is the master contract that was negotiated

1 by Local 23 and the Printers League and all the shops
2 either of the contract with 23 or with the Printers League
3 adhere to this contract.

4 Q This expired by its terms on what day?

5 A This was the last booklet that was printed and
6 then after that there were supplements.

7 Q This contract here expired on what date?

8 A In '74 that would be.

9 Q April of '74?

10 A Yes.

11 The other one is May 1st and this is the second
12 increase in November, but the one that you have there
13 is May.

14 Q Now, subsequent to the expiration you extended
15 the contract; is that correct?

16 A Right.

17 MR. EDELMAN: Mark this is 11-C.

18 (The document above-referred to
19 was marked General Counsel's
20 Exhibit No. 11-C for identification.)

21 Q (By Mr. Edelman) I take it that you can identify
22 this for me?

23 A Yes, we had negotiated a contract, my first one,
24 and we had a one-year contract with two increases within
25 the year, six months apart.

1 Q Now, Arkay ceased to be a member with the ex-
2 piration of the master contract; is that correct?

3 A Yes.

4 Q And the two supplements represent League ex-
5 tensions at a time when Arkay was not a member of the
6 League?

7 A We had sent them a copy of these supplements and
8 we have a letter from Arkay saying that they would honor
9 the contract and all new scales and provisions that the
10 contract had.

11 Q You say you sent Arkay a letter with a copy of
12 the various agreements?

13 A Yes.

14 MR. EDELMAN: Could I have this marked, please,
15 as General Counsel's Exhibits 12-A and 12-B.

16 (The documents above-referred to
17 were marked respectively
18 General Counsel's Exhibits 12-A
19 and 12-B for identification.)

20 Q (By Mr. Edelman) I ask you to look at General
21 Counsel's Exhibits 12-A and 12-B and ask if you recognize
22 that?

23 A These were not the letters I sent.

24 There were subsequent letters.

25 MR. HUSBAND: Can I see that?

MR. EDELMAN: Yes.

1 JUDGE ROSE: Did the witness identify those
2 documents?

3 MR. EDELMAN: He did not, your Honor.

4 These particular documents he did not identify.

5 THE WITNESS: I don't recognize those documents.
6 I recognize them but --

7 JUDGE ROSE: Tell us what they are.

8 THE WITNESS: I had received a letter from Arkay
9 Packaging Company, from Vice President Bates, saying that
10 they would recognize our contract and conditions for
11 '74-'75.

12 Before the '75 contract expired I sent them along
13 with two signed contracts of Local 23 in that letter
14 saying that I thought that they would still continue --
15 I thought they would still continue to recognize 23 as
16 as a Union, as the bargaining agent for those people.

17 There was a reply after that.

18 If I may leave I could show you the letter.

19 If I could --

20 Q Do you have it with you?

21 A It is there.

22 Q All right, would you describe again the letter that
23 you sent to Arkay?

24 A The letter was sent to Arkay with copy of these
25 new scales from wages.

1 Q That would be GC 11-C and B, right?

2 A Yes.

3 Q You sent a letter with copies of C and B?

4 A They replied with another letter saying that they
5 received them and that they would honor the contract with
6 the wage scales and new provisions.

7 MR. EDELMAN: I move that General Counsel's Ex-
8 hibits 11, 11-B and C be introduced into evidence.

9 JUDGE ROSE: Any objection?

10 MR. HUSBAND: These are the ones that expired,
11 the third one of these expired -- could I ask him some
12 questions about these?

13 JUDGE ROSE: Yes, you may ask on voir dire.

14 VOIR DIRE EXAMINATION

15 Q (By Mr. Husband) Does it say in it, 11-B and C,
16 say inside when they expire?

17 A I believe that is in the front there, right here.
18 November 1, 1974.

19 It doesn't say when it expires but I would say it
20 expires in 1975, April 30th, 1975.

21 Q But it doesn't say that in here?

22 A No.

23 Q It doesn't, does it?

24 A No, just --

25 MR. EDELMAN: The contract will speak for itself.

1 MR. HUSBAND: But it doesn't say for itself.

2 MR. EDELMAN: Then it doesn't speak for itself.

3 JUDGE ROSE: Look, we don't need that kind of
4 argument.

5 Do you have any objection, Mr. Husband?

6 MR. HUSBAND: No.

7 JUDGE ROSE: Okay, they will be received.

8 Go on, Mr. Edelman.

9 (Whereupon, the documents above-
10 referred to heretofore marked
11 General Counsel's 11, 11-B and
12 11-C, were received in evidence.)

12 JUDGE ROSE: Go ahead, Mr. Edelman.

13 CONTINUED DIRECT EXAMINATION

14 Q (By Mr. Edelman) Did the Company respond to your
15 letter?

16 A Yes, they did.

17 MR. EDELMAN: May I have this marked as GC-13?

18 (The document above-referred to
19 was marked General Counsel's
20 Exhibit No. 13 for identification.)

21 Q I show you General Counsel's Exhibit marked for
22 identification GC-13 and ask you if you ever saw that
23 letter before?

24 A Yes.

25 Q Can you tell me what that was in response to?

A That was in response to the letter with those --

1 with the supplement of the new increases and provisions
2 in the contract for that one year.

3 Q This was in response to your letter, in other words?

4 A Yes.

5 Q With the enclosed --

6 A I received it and I --

7 JUDGE ROSE: I didn't get what that letter is.

8 Would you identify the letter?

9 Will you tell us what it is?

10 THE WITNESS: This letter here --

11 JUDGE ROSE: Does it have a date?

12 THE WITNESS: It is a response to a letter that I
13 sent them with a copy of the new contract.

14 JUDGE ROSE: It is from --

15 THE WITNESS: It is from Arkay Packaging Company.

16 JUDGE ROSE: It is a letter from Arkay to you?

17 THE WITNESS: Yes, Vice President Bates.

18 Q (By Mr. Edelman) You say it is in response to the
19 letter that you sent to Arkay with General Counsel's
20 Exhibits 11-B and C enclosed?

21 A Yes.

22 MR. EDELMAN: At this time I offer --

23 MR. HUSBAND: No objection.

24 JUDGE ROSE: GC-13 is received.

25

(The document above-referred to heretofore marked General Counsel's Exhibit No. 13, was received in evidence.)

Q (By Mr. Edelman) You recall that there came a time when Local 119B went out on strike?

A Yes.

Q That was around June 10 or 11, 1974?

A Yes.

Q Do you recall a meeting taking place at the Olympic Lodge on or around July 1st?

A Yes.

Q Do you recall a meeting taking place at Arkay on or around June 11th?

A Yes.

Q Can you tell me where the meeting took place?

A The meeting took place in the lawn on the -- in front of Arkay, to the right of the parking lot.

Q Who was present at this meeting?

A This meeting there members of 51, 23 and Local 1 present plus Julius Seide and myself.

Q Can you tell me what time of day this meeting took place?

A Around 9:00 o'clock I believe it was.

Q Can you tell me what took place in the course of the meeting?

1 A The members were disturbed about the 119 picket
2 line and they were disturbed that they had to cross it
3 and they wanted some guidance from their Unions.

4 Now, I was called the night before by my chairman
5 and he asked me to be there in the morning.

6 Q The chairman is who?

7 A My chairman was Ronnie Cassano.

8 Q Was he an employee at Arkay?

9 A Yes.

10 Q And what was the position, if any, that Union
11 representatives took at this meeting on June 11th?

12 A The Union representatives took the position that we
13 had a contract with Arkay Packaging Company and that we
14 were supposed to go to work and we told the men to go
15 back to work, which they did.

16 Q Do you recall a subsequent meeting on June 18?

17 A Yes.

18 Q Where was this meeting held?

19 A This was on the -- I guess half a block away from
20 Arkay Packaging Company, on that street.

21 Q Who was present at this meeting?

22 A Some of the members of 51, 23 and Local 1, Paper
23 Handlers.

24 Q Any Union representatives present?

25 A Yes.

1 Q Who?

2 A Julius Seide and myself, and I don't know if
3 Tom Garvey was there.

4 Q How many employees were there?

5 A About nine or ten.

6 Q Can you describe what took place at this meeting?

7 A The people were getting restless.

8 They were fearing and they wanted the Locals or
9 the officials to give them guidance.

10 They were looking for something which we would
11 not give.

12 We told them that the contract still stood.

13 We did have a contract with Arkay Packaging Company.
14 We had to honor it and they were to report back to work.

15 Q Now, you say they were fearing.

16 Fearing what?

17 Did they explain?

18 A It seemed like every day violence erupted more and
19 more so.

20 Q You said "We have a contract."

21 When you say we who do you mean by we?

22 A I talk only for 23.

23 Q Were you present at the same time that Mr. Seide
24 and Mr. Garvey were present?

25 A Yes.

1 Q Did you hear what they said to their employees as
2 well?

3 A They told their members the same thing, there was
4 a contract, and the contract must be obeyed.

5 Q Do you recall a meeting taking place at Arkay
6 somewhere around the last week in June?

7 A Yes.

8 Q Who called this meeting, by the way?

9 A I believe it was management that called the meeting.

10 Q Where was the meeting held?

11 A It was in Arkay's conference room.

12 Q Who was present at this meeting?

13 A There was Mr. Bates, Mr. Kaneff, Bill Cenara.

14 Q Mr. Bates and Mr. Kaneff were Company representatives?

15 A Yes.

16 Q Bill Cenara?

17 A Bill Cenara from Local 51, Tom Garvey from Local 1
18 Paper Handlers and myself from 23.

19 Q About the employees, were they present?

20 A And the employees were present.

21 Q From the respective Locals, I take it?

22 A Yes.

23 Q The meeting was held on work hours, lunch time,
24 after work or when?

25 A It was held during working hours.

1 Q Can you tell me what took place at this meeting?

2 A Well, it was on account of Mr. Bates we were
3 there to assure the members of the respective Unions and
4 the officers of the Unions that they would do everything
5 in their power to give them protection and also told the
6 officers of the Unions that Arkay Packaging Company
7 would continue to honor 51, 23 and the Local 1's contracts
8 at the present and in the future, and they would never
9 go against the three Locals.

10 Q Did there come a time when Management representatives
11 left the meeting?

12 A Yes.

13 Q Did the meeting break up at this point?

14 A There were questions and answers from the members
15 and the Union officials.

16 Q What was the substance of the questions and the
17 substance of the answers?

18 A Well, some of the people said well, that is fine,
19 we are getting protection when we walk into Arkay and
20 walking out, but how about when we go home by ourselves?

21 We are working nights and it is dark outside,
22 how do we know we are not going to be followed?

23 Where is the protection there?

24 They had concern that some of them had wives and
25 children and they didn't want to go late.

1 Q Did the Union take a position at this time?

2 A The Union took the same position it had all the
3 time, that there was a contract and it was our position
4 to honor the contract.

5 Q How about Local 1 and Local 51?

6 A Same.

7 Q Do you recall a meeting taking place on July 1st
8 at the Olympic Lodge?

9 A Yes.

10 Q What time did this take place, this meeting?

11 A This took place about 7:00 in the morning.

12 Well, I got there about 7:00.

13 Q Where did the meeting take place in the Olympic
14 Lodge?

15 A In the parking lot.

16 Q Who was present at the meeting?

17 A The members of 51, members of Local 1 Paper Handlers
18 and members of Local 3, and the officers of their re-
19 spective Unions.

20 Q Which officers were present?

21 A For 51, President Bill Cenara.

22 For Local 1 Paper Handlers, President Timmy Hunt,
23 and Business Representative Tom Carvey, and for Local 23
24 myself and Secretary-Treasurer Thomas Donahue.

25 Q Were any other representatives of any other Unions

1 present at this meeting?

2 A No.

3 Q What took place at this meeting?

4 A The men called the meeting themselves.

5 I had gotten notice that there was going to be a
6 meeting from my chairman.

7 They expressed concern about the violence that
8 they were hearing and it was going to get worse.

9 The violence was going to get worse and again, they
10 wanted something from the Union which we couldn't deliver
11 because we were bound by contract.

12 It was then decided that each respective Local,
13 the members in that Local would gather by themselves and
14 take a vote by themselves whether they should cross the
15 line or not.

16 It was at this time that they all went into a
17 huddle in their respective Locals and the officers were
18 far from them, and the news came back that they had de-
19 cided that they would not cross the picket line.

20 We again told them that we had a contract and it
21 was up to themselves to do whatever they had to do because
22 we were not Gods and we couldn't dominate their lives,
23 but we knew that the contract was there, we had to honor
24 it and we done what we could to honor it.

25 Q Did the employees go to work on July 1st?

1 A On July 1st, to my knowledge, someone went out or
2 someone was supposed to go up and inform Arkay Packaging
3 Company that they would not cross the picket line, some
4 of the members.

5 Q Had they gone to work since July 1st?

6 A No, they have not, not at Arkay.

7 Q Now, do you recall receiving a Maillogram from
8 the Company on July 5th?

9 A Yes.

10 Q Do you recall the sum and substance of what that
11 Maillogram was?

12 A The substance was if I didn't order my members
13 to return to work by -- I don't know whether it was the
14 8th of that month, that Arkay Packaging Company would
15 not have anything to do with the Union.

16 MR. EDELMAN: I would like to have this marked as
17 General Counsel's Exhibit No. 14.

18 (The document above-referred to
19 was marked General Counsel's
20 Exhibit No. 14 for identification.)

21 Q (By Mr. Edelman) I show you General Counsel's
22 Exhibit marked for identification 14 and ask you to
23 identify it?

24 A Yes.

25 Q Is that the Maillogram that you received?

A Yes, it is.

1 MR. EDELMAN: I move the document be admitted
2 into evidence.

3 MR. HUSBAND: No objection.

4 JUDGE ROSE: GC-14 is received.

5 (The document above-referred to
6 heretofore marked General Counsel's
7 Exhibit No. 14, was received in
evidence.)

8 Q (By Mr. Edelman) Did you respond to the Company's
9 Maillogram?

10 A Yes, I did.

11 Q How did you respond?

12 A I responded by saying that --

13 Q By letter or by phone?

14 A By letter.

15 MR. EDELMAN: I would like to have this marked
16 for identification, please, as GC-15.

17 (The document above-referred to
18 was marked General Counsel's
19 Exhibit No. 15 for identification.)

20 Q (By Mr. Edelman) I show you this letter marked
21 for identification GC-15 and ask you to identify it?

22 A Yes, that is the letter.

23 Q That is the response?

24 A Yes.

25 MR. HUSBAND: Could I ask would you read back what
he said about identifying it?

(Whereupon, the appropriate portion of 178A

the record was read by the Reporter.)

MR. HUSBAND: No objection.

JUDGE ROSE: GC-15 is received.

(The document above-referred to heretofore marked General Counsel's Exhibit No. 15, was received in evidence.)

Q (By Mr. Edelman) Now, your present contract, your then present contract with Arkay was said to expire on or about what date?

A April 30th, 1975.

Q Did you send Arkay a letter at that time, at or about the time of the expiration of the contract?

A Just before the expiration date I sent him a letter with two contracts signed by me.

Q These were what, proposed new contracts?

A Right, because they had up to that time agreed to the League's contract, but on or after April 30th the contract would expire and I wanted to be sure to have a contract with Arkay Packaging Company for the future which we did not have.

Q I show you General Counsel's Exhibit already marked for identification 12-A and B and ask you to identify that?

A Yes.

1 Q Yes what?

2 A Those were the letters that I sent.

3 That is the letter that I sent.

4 Q Enclosed with this letter were --

5 A (Continuing) -- two copies of the 23 contract.

6 Q The new --

7 A Signed by me and asked them to mail me one back
8 signed by the Company.

9 JUDGE ROSE: Counsel, what is he talking about,
10 12-A or 12-B or both?

11 MR. EDELMAN: 12-B, your Honor, is merely a
12 registered receipt and 12-A is the letter itself.

13 I would like to have these documents admitted into
14 evidence and I show them to Counsel.

15 MR. HUSBAND: No objection.

16 JUDGE ROSE: 12-A and 12-B are received.

17 (The documents above-referred to
18 heretofore marked General
19 Counsel's Ex 12-A and
12-B, were in evidence.)

20 Q (By Mr. Edelman) In connection with the letters
21 that you sent to the Company, 12-A, 12-B, did you re-
22 ceive a response?

23 A Yes, I did.

24 MR. EDELMAN: I would like to have this document
25 marked for identification as GC-16.

(The document above-referred to
was marked General Counsel's
Exhibit No. 16 for identification.)

Q (By Mr. Edelman) I show you GC Exhibit 16 marked
for identification and ask you if you recognize that?

A Yes, that is the one.

Q That is the letter you received?

A That is the letter I received.

MR. EDELMAN: I offer this into evidence.

MR. HUSBAND: No objection.

JUDGE ROSE: GC-16 is received.

(The document above-referred to
heretofore marked General
Counsel's Exhibit No. 16, was
received in evidence.)

MR. EDELMAN: I have no further questions of the
witness.

JUDGE ROSE: Cross-examination, Mr. Husband?

MR. HUSBAND: Yes.

CROSS-EXAMINATION

Q (By Mr. Husband) You made a statement to the
Labor Board Agent, didn't you, covering the matters you
testified on here today?

A Yes.

MR. EDELMAN: Let the record show General Counsel
furnishes Mr. Husband copies of Mr. Moscoso's affidavit.

JUDGE ROSE: We will be off the record while

1 Mr. Husband reads that.

2 (A short recess was taken.)

3 JUDGE ROSE: On the record.

4 Q (By Mr. Husband) Mr. Moscoso, the employees --

5 MR. EDELMAN: Excuse me, your Honor, if I may --
6 I am sorry to interrupt, I just would like to ask one
7 more question before you take over.

8 MR. HUSBAND: Sure.

9 FURTHER DIRECT EXAMINATION

10 Q (By Mr. Edelman)

11 MR. EDELMAN: I would like to have this document
12 marked as General Counsel's Exhibit 11-D.

13 MR. HUSBAND: No objection.

14 JUDGE ROSE: Received.

15 (The document above-referred to
16 was marked General Counsel's
17 Exhibit 11-D and was received in
evidence.)

18 Q (By Mr. Edelman) Mr. Moscoso, I ask you to
19 identify GC-11-D.

20 A This was a copy that accompanied the other two
21 supplements.

22 Q B and C?

23 A B and C.

24 Those were for the wages and these were for the
25 changes in the language of the contract with our benefits

1 and whatever.

2 Q And the expiration date?

3 A The expiration date here is April 30th, 1975.

4 MR. EDELMAN: I would like at this time to submit
5 Counsel's amended answer which I have been informed we
6 just received today in the mail.

7 There must have been some delay.

8 MR. HUSBAND: The Union --

9 JUDGE ROSE: Off the record.

10 (Discussion off the record.)

11 JUDGE ROSE: On the record.

12 Did you offer 11-D?

13 MR. EDELMAN: I did and it was admitted.

14 JUDGE ROSE: Any objection to that?

15 MR. HUSBAND: No.

16 JUDGE ROSE: 11-D is received.

17 Now you are talking about Counsel's amended answer
18 and that is already an exhibit?

19 MR. EDELMAN: That is right, I want at this time
20 to submit the original copy.

21 We had submitted a copy, your Honor, and I wanted
22 to --

23 JUDGE ROSE: You may substitute.

24 I think that is General Counsel's Exhibit 1-B.

25 You may substitute the original for the copy that

1 is already in evidence.

2 Anything else?

3 MR. EDELMAN: I have no further questions.

4 CONTINUED CROSS-EXAMINATION

5 Q (By Mr. Husband) You are familiar, Mr. Moscoso,
6 aren't you, with the work that the men did that you formerly
7 represented at Arkay?

8 A Not altogether, no.

9 Q Well, they did the cutting and creasing, didn't
10 they?

11 A They were working in the gold stamping process and
12 they were working on the wrap-around letter press.

13 Q And the cutting and creasing?

14 A The die cutting.

15 Q And they worked there and Amalfiano?

16 A Yes.

17 Q He worked at die cutting as did Kurkjian, right?

18 A Yes.

19 Q And Ted Nieder and George Balash both worked at
20 stamping, didn't they?

21 A Yes.

22 Q I hand you Respondent's Exhibit 2 for identification
23 and ask if you recognize it?

24 You see your Union's name and address is on it
25 as receiving a copy of it?

1 A Yes.

2 Q Do you recall receiving a copy of it?

3 A I frankly don't recall, but I must have.

4 Q I hand you the second page of it and ask if you
5 will describe what that is?

6 It is a petition, isn't it?

7 A This is a petition, yes.

8 Q It is a petition for representation election?

9 A Yes.

10 Q Before the National Labor Relations Board?

11 A Yes.

12 Q And what is the company involved?

13 A Arkay and 119.

14 Q What is the date of the petition?

15 A 7/2/74.

16 Q Would you read the unit description.

17 A All unskilled employees engaged in finishing
18 activities, including --

19 Q All unskilled employees?

20 All skilled employees.

21 A I'm sorry, all skilled employees engaged in finishing
22 activities including lacquering, cutting and creasing,
23 embossing, stamping and glueing, machine technicians,
24 operators, assistants, assistant operators, and trainees
25 on all types of lacquering, cutting and creasing and

1 embossing, stamping, die cutting, glueing and other **185A**
2 equipment normally used in folding carton and finishing
3 operation.

4 All utility employees connected in finishing
5 operations such as strippers, feeders, catchers, packers,
6 quality verifiers, material handlers, warehouse attendants,
7 bailers, shippers and receivers.

8 Q Thank you.

9 Now, the Local 119 petition for that election
10 covered some categories where you had men working, didn't
11 it?

12 A Yes.

13 Q And that representation question still hasn't been
14 resolved, as it, on this petition?

15 A No.

16 Q Do you physically remember mailing this letter
17 around the 15th of July, General Counsel's Exhibit 15?

18 Are you telling me that you remember mailing this
19 letter?

20 A Yes.

21 Q You do?

22 You didn't sign it?

23 A I did sign it. That is a copy that remained in
24 the office of the Union.

25 Q I see, for copies you use your letterhead?

1 A Yes.

2 Q Now, July 15th you sent this letter and now did
3 you have any contact with the Company in August?

4 A No.

5 Q Did you have any contact with the Company by
6 phone or in person at any time in 1974, after July 15th?

7 A '74?

8 Q Yes.

9 A No.

10 Q Did you have any contact with them in 1975 until
11 that letter of April, mid-April?

12 A March.

13 Q Pardon me?

14 A March.

15 Q You say you contacted them in March?

16 A That letter was dated March 31st.

17 They received in March 31st, '75.

18 Q The one requesting negotiation?

19 A There is a return receipt right there, right here.

20 Q I see, thank you.

21 So your first contact with them was the end of
22 March, 1975, right?

23 A Yes.

24 Q That is eight and a half months, correct, Mr. Moscoso?

25 A Correct.

1 Q With no contact whatsoever?

2 A Not with the Company.

3 Q Now, you knew that the Company was operating,
4 didn't you?

5 A I knew that the Company was hurting in operations.

6 Q Was the Company shut down?

7 A In operations.

8 Q You knew it was operating though, didn't you?

9 A Yes, it was open.

10 Q And yet you never saw any need to contact the
11 company during the seven and a half months, eight and a
12 half months?

13 A No, because the Company was in contact with 119
14 and they were negotiating or going through some sort
15 of negotiation.

16 Q How do you know they were negotiating?

17 A Well, I'm a member of the Allied Printing Trades
18 Council.

19 Q Who told you, who suggested to you that you send
20 that letter on March 31st?

21 A It was at my -- it was my idea.

22 MR. HUSBAND: Your Honor, I offer into evidence
23 as Respondent's Exhibit this two-page document marked 2
24 for identification.

25 JUDGE ROSE: Any objection?

1 MR. EDELMAN: No objection.

2 JUDGE ROSE: Respondent's Exhibit 2 is received.

3 (The document above-referred to
4 heretofore marked Respondent's
5 Exhibit No. 2, was received in
6 evidence.)

7 MR. EDELMAN: I would like to look at it.

8 I am sure it is the RC Petition, it is our own
9 petition, I take it?

10 MR. HUSBAND: Yes, it is the Local 119 petition.

11 Q (By Mr. Husband) Prior to the strike, would you
12 contact the Company and ask if they needed people?

13 A Before the strike?

14 Q Yes.

15 A I took office April 29.

16 Q So you didn't have --

17 A Of '74.

18 Q So you didn't have any experience before the strike.
19 Now, you never contacted them after July 1st in
20 order to offer employees to do the work?

21 A No, they never contacted me either.

22 MR. HUSBAND: No further questions.

23 JUDGE ROSE: Any redirect?

24 MR. EDELMAN: I have none, your Honor.

25 JUDGE ROSE: Very well, Mr. Moscoso, you are ex-
cused.

1 EDELMAN: General Counsel calls as its next
2 witness Thomas Garvey.

3 Whereupon,

4 THOMAS GARVEY

5 was called as a witness by and on behalf of the National
6 Labor Relations Board and, having been first duly sworn
7 by Judge Rose, was examined and testified as follows:

8 JUDGE ROSE: Please be seated and state your name
9 and address for the record.

10 THE WITNESS: Thomas Garvey, G-a-r-v-e-y, 19 Violet
11 Avenue, Mineola.

12 DIRECT EXAMINATION

13 Q (By Mr. Edelman) Mr. Garvey, are you employed?

14 A Yes.

15 Q And your employer's name?

16 A Paper Handlers & Sheet Straighteners Union,
17 Local 1.

18 Q Do you hold a position with Local 1?

19 A Yes.

20 Q That position is?

21 A Business Representative.

22 Q How long have you been a business representative?

23 A Two years.

24 Q Prior to that did you hold any position?

25 A Yes.

1 Q What was that?

2 A I was the sergeant at arms of the Local for six
3 years.

4 Q Are you familiar with the contract that the
5 Printers League had with Local 1 at a time that Arkay
6 was a member of the League?

7 A Yes.

8 MR. EDELMAN: May I have this marked as General
9 Counsel's Exhibit No. 17, please?

10 (The document above-referred to
11 was marked General Counsel's
Exhibit No. 17 for identification.)

12 Q (By Mr. Edelman) I show you General Counsel's
13 Exhibit No. 17 marked for identification and ask you if
14 you can identify that?

15 A Yes, this is the contract that we had with the
16 Printers League and non-League shops that expired on
17 April 30th.

18 Q '74?

19 A '74.

20 Q Arkay was a member of the League for the duration
21 of this contract; is that correct?

22 MR. EDELMAN: I move its submission into evidence.
23 I show a copy to Mr. Husband.

24 MR. HUSBAND: No objection.

25 JUDGE ROSE: GC-17 is received.

(The document above-referred to heretofore marked General Counsel's Exhibit No. 17, was received in evidence.)

Q (By Mr. Edelman) To your knowledge did there come a time when Arkay no longer was a member of the League?

A Yes.

Q And on or about when did that take place?

A Some time in February, 1974.

Q That was a notification that they were no longer a member?

A Notified from the Printers' League.

Q Did Local 1 enter into negotiations for a new agreement with the League?

A Yes.

MR. EDELMAN: I would like to have this exhibit marked GC-18 for identification.

(The document above-referred to was marked General Counsel's Exhibit No. 18 for identification.)

Q (By Mr. Edelman) I show you GC-18 for identification and ask you if you can identify it?

A This is the contract work that we accepted from the Printers League.

Q I take it that was a proposal that you first submitted to the League; is that correct?

A Right.

1 Q And this actually represents the proposal that
2 you submitted to the League?

3 A Right.

4 Q That was submitted to the League on or about when?

5 A Well, we went into negotiations.

6 This contract started May 1st, 1974.

7 We did negotiate prior to it.

8 Q You submitted a contract to the League at a point
9 for them to ratify or sign; is that correct?

10 A Right.

11 Q This was submitted, I take it, before the ratifi-
12 cation took place?

13 A Right.

14 Q When was it submitted to the League?

15 A When was this contract or the proposals?

16 Q The proposals that were submitted, when were they
17 submitted?

18 A They were submitted when we were in negotiations.

19 This is the contract that --

20 Q This represents the contract?

21 A Right, that's the finalization of the contract.

22 Q When was it finalized?

23 A I believe we ratified it in August of that year.

24 It was turned down at one time by the membership
25 and at a special meeting it was ratified, August of '74.

1 MR. EDELMAN: Mark this as General Counsel's 193A
2 Exhibit 19.

3 (The document above-referred to
4 was marked General Counsel's
Exhibit No. 19 for identification.)

5 Q (By Mr. Edelman) Can you identify GC-19 marked
6 for identification?

7 A This is a covering letter that we sent out with
8 two copies with the contract, one for the Company's records
9 and one for the Union's records, and this is the covering
10 letter that we sent with the contract to the non-League
11 shops.

12 Q When was the contract ratified, the League contract?

13 A August the 11th, and it was retroactive back to
14 May 1st.

15 Q Retroactive to May 1st?

16 A Right.

17 MR. EDELMAN: I move that both the blank League
18 contract and the August 15th letter be received into
19 evidence.

20 MR. HUSBAND: No objection.

21 JUDGE ROSE: All right, General Counsel's Exhibits
22 18 and 19 are received.

23 (The documents above-referred to
24 heretofore marked General Counsel's
Exhibits Nos. 18 and 19, were
25 received in evidence.)

1 MR. EDELMAN: I would like to have these documents
2 marked General Counsel's Exhibits 20-A, B and C.

3 (The documents above-referred to
4 were marked respectively
5 General Counsel's Exhibits
6 Nos. 20-A, 20-B and 20-C for
7 identification.)

8 Q (By Mr. Edelman) I show you General Counsel's
9 Exhibits 20-A, B and C and ask you if you can identify
10 those documents?

11 This is General Counsel's Exhibit 20-A and this
12 is 20-B and this is 20-C.

13 Can you tell me what each document is?

14 A The first here is a letter that I received by
15 Mr. Howard Bates when I went out to talk to him on the
16 new contract that would start May 1st and expire April 30,
17 1975.

18 Q The contract that started May 1st had not yet
19 been ratified; is that correct?

20 A Right.

21 Q But they had a copy of it?

22 A Yes.

23 Q You went out to see Mr. Bates on June 11th?

24 A Right.

25 Q He had received a copy of this proposed contract?

A Right.

Q What took place at that time?

1 A At this time he explained to me that he had 195A
2 problems with 119 which I was aware of when I went out
3 there.

4 We also, as I explained to him, were having
5 trouble negotiating a contract.

6 We had members that were dissatisfied with the
7 money package and I explained this to him.

8 I agreed to this letter with him.

9 I spoke to Mr. Kaneff at the time who was in the
10 room with Mr. Bates and myself and he suggested that I
11 accept this letter and he would agreed to whatever settle-
12 ment we came to with the Printers League.

13 Q I ask you to look at Exhibit B and tell me what
14 that is?

15 A This is the agreement of the new contract.

16 Q Is that --

17 A That we entered into with the League and non-League
18 shops.

19 Q In connection with Arkay did you ever present that
20 agreement to Arkay?

21 A Yes, I did.

22 Q When did you present it?

23 A Immediately after the ratification.

24 Q No, no, on June 11th did you present that to Arkay?

25 A I presented the proposals that we had submitted

1 to the Printers League.

2 Q Were the proposals in the same form as Exhibit 20-B
3 or were they different?

4 A Just about the same.

5 Q In other words, the proposals that you presented
6 were different, somewhat different in any event?

7 A Right.

8 Q And 20-C is what?

9 A This is a summary, a breakdown of the scales
10 that would be effective.

11 Q I'm sorry, this is --

12 A C is the covering letter that I sent to all the
13 non-League shops including Arkay upon ratification
14 of the contract.

15 Q You sent Arkay a copy of the letter dated August 15th?

16 A Right.

17 MR. EDELMAN: In that case I see no need to
18 introduce Exhibits 20-C or B but I will offer 20-A for
19 admission into evidence.

20 MR. HUSBAND: No objection.

21 JUDGE ROSE: You are not offering B and C?

22 MR. EDELMAN: They are already in evidence, your
23 Honor, it was my understanding.

24 JUDGE ROSE: 20-A is received.
25

(The document above-referred to heretofore marked General Counsel's Exhibit 20-A for identification, was received in evidence.)

Q (By Mr. Edelman) You submitted to Arkay a copy of the League agreement which has already been previously introduced as GC-18; is that correct?

A That's right.

Q You submitted that with a letter of the 15th of August?

A Yes.

Q Did you ever receive a copy of that contract executed by Arkay?

A Not to my knowledge.

Q Do you recall that Local 119B began striking on or about June 10 or 11?

A Yes.

Q When the strike commenced did you receive any reports from any of your members of Local 1 who were working at Arkay?

A Yes, from the chapel chairman.

Q What did he tell you?

A He informed me that there was pickets outside, he wanted to know what, if any, action our Local was going to take.

Q Do you recall having a meeting at Arkay's board

1 jobs.

2 At that time we tried to find out what the main
3 points of the differences between Mr. Kaneff and Mr.
4 Hellman of 119 were.

5 We didn't get very far with this negotiation,
6 this talk, rather.

7 He just didn't want to go into it in detail, and
8 the meeting broke up.

9 Q Do you recall being present at a meeting at the
10 Olympic Lodge on July 1st?

11 A Yes.

12 Q What time did this meeting take place?

13 A I guess 7:30 in the morning, between 7:00, 7:30.

14 Q Where did it take place actually in the Olympic
15 Lodge?

16 A In the parking lot.

17 Q Who was present at this meeting?

18 A Bill Cenara, President of 51, Mr. Moscoso, Timothy
19 Hunt from Paper Handlers No. 1 and myself.

20 Q Mr. Moscoso is from 23?

21 A Right.

22 Q Were any other Union representatives at this
23 meeting?

24 A Not to my knowledge.

25 Q Were any Company representatives present at this

1 meeting?

2 A I didn't see any.

3 Q How about employees, were they present at this
4 meeting?

5 A The employees from the various Unions were there.

6 Q What took place at this meeting?

7 A Well, my members called me up through the chapel
8 chairmen and they wanted to know what if any progress
9 was being made with negotiations between the Company
10 and Local 119.

11 They also wanted to know what we were going to
12 do regards the picket lines.

13 This was a great issue and we told them there was
14 no progress as far as we could see between Management
15 and 119.

16 We instructed them that we still felt we had a
17 contract with the Company and we were obliged to honor
18 it.

19 At this time various employees broke up into
20 smaller groups and discussed what was told to them by
21 the officials of each Union.

22 My men came back to me and said no way are they
23 going to go through the picket line.

24 We told them at that time they still have to honor
25 the contract.

1 The meeting broke up with my members all going in
2 one car driving up to the gate.

3 Whatever happened at the gate, whatever discussion
4 took place, I don't know.

5 They didn't go into work.

6 Q Did the men cross the picket line after July 1st?

7 A Not to my knowledge.

8 Q Local 119B still picketing?

9 A As far as I know, yes.

10 Q Do you recall receiving a Mailogram from the Company
11 on or around July 5th of 1974?

12 A Yes.

13 MR. EDELMAN: Mark this GC-21 for identification.

14 (The document above-referred to
15 was marked General Counsel's
Exhibit No. 21 for identification.)

16 Q I ask you to identify GC-21 marked for identifi-
17 cation.

18 A That is the Mailogram that we received in the
19 Union.

20 MR. EDELMAN: I offer the document into evidence.

21 MR. HUSBAND: No objection.

22 JUDGE ROSE: GC-21 is received.

23 (The document above-referred to
24 heretofore marked General Counsel's
Exhibit No. 21, was received in
25 evidence.)

1 Q (By Mr. Edelman) Did you respond to that Maillogram?

2 A To my knowledge there was no response. None by
3 myself.

4 Q Did there come a time when you requested that
5 Arkay enter into negotiations with you for a new contract?

6 A Yes.

7 MR. EDELMAN: I would like to have this document
8 marked GC-22 for identification, A, B, C.

9 (The documents above-referred to
10 were marked respectively
11 General Counsel's Exhibits
22-A, 22-B and 22-C for identification.)

12 Q (By Mr. Edelman) I show you General Counsel's
13 Exhibits 22-A, 22-B and 22-C and ask you if you can
14 identify that?

15 A It is the letter I sent to Arkay Packaging Company.

16 Q Is that the original or a copy of the letter?

17 A This is a copy.

18 In fact, I did send him a letter the same as this.
19 I don't type, and that is why I wrote it.

20 JUDGE ROSE: What are A and B, receipts?

21 MR. EDELMAN: A and B are receipts, yes, sir.

22 I move at this time that the documents be received.

23 JUDGE ROSE: Any objection?

24 MR. HUSBAND: You know, this is inaccurate. I
25 can straighten it out later.

202A

1 Can we go off the record?

2 JUDGE ROSE: Off the record.

3 (Discussion off the record.)

4 JUDGE ROSE: On the record.

5 MR. EDELMAN: Your Honor, at this time we would
6 like to stipulate that on April 5th Union Local 1 sent
7 Arkay a letter which is dated April 5th and which we
8 will stipulate into evidence as GC 24.

9 JUDGE ROSE: What happened to 23?

10 MR. EDELMAN: I am not going to submit it. I am
11 going to withdraw it.

12 JUDGE ROSE: 22 is the one you are going to with-
13 draw.

14 MR. EDELMAN: I'm sorry, 22 is the one I am going
15 to withdraw.

16 This should be GC-23.

17 JUDGE ROSE: The April 5th letter?

18 MR. EDELMAN: That is right, and that the Company
19 responded to the April 5th letter or GC-23 by its letter
20 dated April 22nd, 1975 which will be GC-24.

21 JUDGE ROSE: Please mark those.

22 (The documents above-referred to
heretofore marked General
23 Counsel's Exhibits 22-A, 22-B
24 and 22-C for identification were
25 withdrawn.)

Respondent's Witnesses

(The documents above-referred to were marked respectively General Counsel's Exhibits 23 and 24 for identification.)

JUDGE ROSE: Is there any objection to GC-23 and 24?

MR. HUSBAND: No, there is not.

JUDGE ROSE: Those exhibits are received into evidence.

(The documents above-referred to heretofore marked General Counsel's Exhibit Nos. 23 and 24, were received in evidence.)

JUDGE ROSE: Any other questions?

MR. EDELMAN: I have no questions.

JUDGE ROSE: Give Mr. Husband a copy of the affidavit.

MR. EDELMAN: Yes, I will.

JUDGE ROSE: Mr. Husband, why don't you read that over the luncheon recess?

MR. HUSBAND: I can finish him, your Honor, in a few minutes.

JUDGE ROSE: Off the record.

(Discussion off the record.)

JUDGE ROSE: On the record.

CROSS-EXAMINATION

Q (By Mr. Husband) Mr. Garvey, the work covered by

AFTERNOON SESSION

234 A

(2:25 o'clock P.M.)

JUDGE ROSE: On the record.

MR. HUSBAND: Although we will submit briefs I would like to state if I may the Company's position.

JUDGE ROSE: Very well.

MR. HUSBAND: The Company's position is that there was to all intents and purposes as far as the Company knew an abandonment of the bargaining representative status by the two Unions involved in the period after July, 1974.

Further, the Company's position and more over the objective considerations involving action by the employees who were hired as replacements for the departed members of these three Unions indicated to the Company that there was no collective bargaining representative in effect at Arkay in the areas formerly represented by these three Unions.

Further, the Company, by its actions is going to operate its place after the departure of these men in July, of necessity hire replacements for those employees as employees were warned it would do by the telegram sent in July, 1974.

As to the question of attempts to undermine the Union, I believe the evidence shows that except for two, possibly three unconnected chance conversations between

1 a supervisor of the Company and the employees which
2 did not really involve an attempt to undermine the
3 Union, there was no action by the Company which could
4 be interpreted as an attempt to undermine these Unions
5 and the action of the supervisor could not even be
6 interpreted as being such.

7 Further on that point, subsequent actions by
8 the Company in response to an approach made by the em-
9 ployees, some employees to return to work at Arkay,
10 indicates the bona fides of the Company's behavior
11 during all this period.

12 As our first witness I would like to call Mr.
13 William Roche.
14 Whereupon,

15 ALBERT W. ROCHE

16 was called as a witness by and on behalf of the Respondent
17 and, having been first duly sworn by Judge Rose, was
18 examined and testified as follows:

19 JUDGE ROSE: Please be seated.

20 State your name and address for the record.

21 THE WITNESS: Albert W. Roche, 29 Damin Circle
22 St. James, New York.

23 MR. EDELMAN: Your Honor, before we proceed with
24 the direct may I ask Mr. Lichtrule --

25 MR. HUSBAND: We are not going to be calling him.

DIRECT EXAMINATION

206A

1
2 Q (By Mr. Husband) Mr. Roche, what is your position
3 with Arkay Packaging?

4 A Vice President of Operations and Treasurer.

5 Q As such are you familiar with the operational
6 activities?

7 A Yes, I am.

8 Q Are you familiar with the functions, the work
9 functions performed by the various employees?

10 A Yes, I am.

11 Q Were you familiar with those work functions as of
12 June, July, 1975?

13 A Yes.

14 Q As of June, July, 1975?

15 A Not as familiar as I am now.

16 Q But you were familiar then?

17 A Yes.

18 Q As of June, 1974 did the Company have some super-
19 visors who were card holding members of various labor
20 organizations?

21 A Yes, we had four at the time.

22 Q Who were the four?

23 A Al Levin --

24 Q What Union was he a member of?

25 A He was ALA 1.

207A

1 Q What was his job at the plant?

2 A He was supervisor of printing.

3 Dave Seinfeld.

4 He was with 51 and he was a supervisor of the
5 Stamping Department.

6 Mike La Bianca -- I'm sorry, Al Levin was manager
7 of graphics which included the plate room.

8 Mike La Bianca was printing supervisor.

9 Q What Union did Mike La Bianca belong to?

10 A He was connected with 51.

11 Joel Lichtrule was our night manager.

12 Q I'm going to ask you some questions about the four
13 of them as a group regarding various powers they may
14 have had and functions they may have performed.

15 I think if it is possible to answer as a group,
16 answer it and if there are any exceptions indicate the
17 exceptions in your answer.

18 Did those four employees as of that time have the
19 power to hire employees?

20 A Yes.

21 Q Did they have the power to discharge employees?

22 A Yes.

23 Q Did they have the power and did they perform the
24 functions of disciplining employees?

25 A Yes.

208 A

1 Q Suspending employees?

2 A Yes.

3 Q Commending employees for good performance?

4 A Yes.

5 Q Transferring employees from ~~one~~ type of work to
6 another?

7 A Yes.

8 Q Did they have the power to and did they assign
9 work where that work involved the use of discretion and
10 judgment?

11 A Yes.

12 Q Where that assignment also itself involved the
13 utilization of discretion and judgment?

14 A Yes.

15 MR. HUSBAND: May we go off the record?

16 JUDGE ROSE: Yes, off the record.

17 (Discussion off the record.)

18 JUDGE ROSE: On the record.

19 MR. HUSBAND: Your Honor, I ask for your guidance.

20 I can ask some more questions, but is that, on
21 the face of it, if the answers are correct, is that
22 sufficient?

23 JUDGE ROSE: I would think so.

24 What is the problem?

25 MR. EDELMAN: Well, the problem is I just don't

1 know, and the representative of the Unions also does. 209A
2 not know this to be a fact.

3 If it is, it is.

4 I frankly don't have any evident to rebut it
5 but I can't stipulate that it is a fact because I don't
6 know it.

7 JUDGE ROSE: Well, when a person is a supervisor
8 it is more of a legal conclusion than a fact and I guess
9 Respondent has taken the position these four men are
10 supervisors within the meaning of 2.11 of the Act.

11 MR. EDELMAN: He may well be right.

12 I would like to know whether or not these in-
13 dividuals did hire and fire.

14 Q (By Mr. Husband) Did those four employees perform
15 those functions as of June, 1974?

16 A Yes.

17 Q Now, after July 1, 1974 and after the cessation
18 of work by these 51, 23 and Local 1 employees, did Arkay
19 then have working at its premises in Hauppauge members
20 of other Unions?

21 A Yes, we did.

22 Q What other Unions?

23 A We had ALA 1.

24 Q What is the name?

25 A Amalgamated Lithographers.

(The document above-referred to was marked Respondent's Exhibit 3 for identification.)

Q (By Mr. Husband) Mr. Roche, I hand you Respondent's Exhibit 3 for identification and ask if you recognize it?

A Yes, I do.

Q What is it, sir?

A It is a listing of the employees of 51, 23 and PH 1 and the job functions that they had and the replacements thereof.

Q Who prepared that list?

A I did.

Q In conjunction with anyone else?

A I reviewed it with John Rizzo who is the plant superintendent.

Q Will you explain what is stated in that first category?

A You say pressmen in 51 and I notice there are four names.

A Yes, these four names, the four individuals involved represented as pressmen of our letter press equipment were John Allessi, John Cassano, Louis DiLorerzo and Bill Ribaudo.

They were pressmen prior to July the 1st.

Q After they left?

A After they left we replaced these four people with

1 two people because we scaled down the operation and
2 we had Lou Maurio and he is still employed, Salvadore
3 DeLisi.

4 He was later replaced by Jim Clark.

5 He had been there for approximately less than a
6 month and Jimmy Clark is presently working.

7 The operators on the same equipment which in-
8 volved 23 were three employees --

9 MR. EDELMAN: Could I have the names of those two
10 replacements?

11 THE WITNESS: Lou Maurio and Salvadore DeLisi.

12 A (Continuing) The operators, the three that were
13 involved were Joe Borora, Ronald Cassano and Richard
14 Kopplin.

15 These individuals were replaced by two primarily,
16 Mark Bates who has since left the Company, and the
17 position is held by Ambrosio Diaz and Joe Rizzo who is
18 still employed with the Company.

19 The die cutting department who is represented by
20 a portion of 23.

21 Q Who was the other portion represented by?

22 A 119, 119B.

23 Q As to the 23 members?

24 A These were 23.

25 Q All right, you were referring only to Local 23?

1 A Yes, Ralph Amalfiano and Oscar Kurkjian were
2 replaced by Fred Bracero and John Goeffredo, and they
3 are still employed with the Company.

4 Q May I have those names again?

5 A Fred Bracero, B-r-a-c-e-r-o and John Goeffredo,
6 G-o-e-f-f-r-e-d-o.

7 We had two representatives of 23 in the Stamping
8 Department, George Balash and Ted Nieder who were re-
9 placed by Roger Lamangin and Werner Frey.

10 The supervisors, Mike LaBianca, Dave Seinfeld
11 and Joel Lichtrule and Michael LaBianca was really
12 replaced by Joel because he took over the printing
13 supervisor.

14 Dave Seinfeld as originally replaced by Pete
15 Loray and since then has been replaced by Pete Lint.

16 Joel Lichtrule's job as a night manager has been
17 replaced by Louie Rego.

18 The paper handlers, Thomas Cacciato, James
19 McGrath, Sebastian Pagano and Joseph Tedeschi.

20 These positions were really absorbed by ALA
21 members.

22 We had ALA paper handlers at the time and we
23 really didn't need the four people.

24 Q You hired additional people who joined --

25 A We had two additional ALA people that we put back

1 on.

2 Q Are their names on that list?

3 A No, they are not.

4 Q Do you know their names?

5 A Eddy Hanson was one, Any Carlo, I think, Thomas
6 DeCarlo.

7 MR. HUSBAND: I offer in evidence as Respondent's
8 Exhibit 3 these two pages marked Respondent's Exhibit 3
9 for identification.

10 JUDGE ROSE: Any objection?

11 MR. EDELMAN: No, your Honor.

12 JUDGE ROSE: It is received.

13 (The document above-referred to
14 heretofore marked Respondent's
15 Exhibit No. 3, was received in
evidence.)

16 Q (By Mr. Husband) Did all these replacement em-
17 ployees continue for the duration of their employment
18 by Arkay, did they continue to cross the picket line?

19 A Yes, they did.

20 Q Did any of them at any time indicate any interest
21 in representation by any of the Unions present here today?

22 A No, they did not.

23 Q Did you have any contact from any of the Unions
24 here today, Locals 51, 23 and 1 in the period from July,
25 1974 until they wrote you the letters which have been

1 previously introduced?

2 A No.

3 Q I hand you Respondent's Exhibit 2 and ask you
4 if you recognize what it is?

5 A Yes, sir.

6 Q What is it?

7 A It is a petition filed approximately -- well, it
8 is filed August the 9th.

9 We received it approximately the 10th, and the
10 petition is dated July the 29th, claiming jurisdiction
11 from 119B for various operations.

12 Q Did that 119B petition claim any --

13 A Excuse me, it is a joint petition, it is 119B and
14 1034.

15 Q 1034 Teamsters?

16 A Yes.

17 Q Did that petition claim in the unit description
18 made therein any units or any work activities which
19 were done either partially or fully by Local 23 and Local 17?

20 A Yes, you have your die cutting or your cutting
21 and creasing as it is defined here.

22 Q That is die cutting?

23 A Yes, and your Stamping Department.

24 In addition, you have your material handlers.

25 Q Material handlers being a Local 1 function?

1 A Local.

2 Q That petition still has not been resolved?

3 I mean, the representation question created by
4 this petition still has not been resolved?

5 A That is correct.

6 Q Did you have any phone discussion with Julius
7 Seide in February, 1974?

8 A I did not.

9 Q Where were you, by the way, on February 5th, 1975?

10 A In this room.

11 Q For what?

12 A We had a hearing with 119.

13 JUDGE ROSE: Excuse me, Counselor, the record at
14 this point is unclear.

15 Your first question, did you have a discussion
16 on February 5th, 1974 to which he said no and then you
17 changed the year.

18 MR. HUSBAND: I wondered about that, thank you,
19 Judge.

20 Q (By Mr. Husband) Did you have any phone conver-
21 sation in February, 1975 with Mr. Julius Seide?

22 A I did not.

23 Q I hand you General Counsel's Exhibit 9 and ask
24 you if you recognize it?

25 A Yes, I read this.

1 Q Did you participate in the writing of that letter?

2 A I wrote the letter, yes.

3 Q Dated February 4th?

4 A Yes.

5 Q Did you have any help in writing the letter?

6 A Yes, I did.

7 Q From whom?

8 A You.

9 Q Where was it written?

10 A At Hauppauge.

11 Q At the plant?

12 A Yes.

13 Q Now, on February 5th, 1975 -- all dates are 1975,
14 February 5th were you at the unfair labor practice
15 hearing before an Administrative Law Judge of the Board
16 here in Brooklyn?

17 A Yes.

18 Q On February 6th where were you?

19 A The same place.

20 Q On February 7th where were you?

21 A I was out at the plant.

22 Q On February 7th did you have phone discussions
23 with me, on that date?

24 A Yes, I did.

25 Q In the January, 1975, February '75 period were

1 you actively engaged in the labor relations activities
2 of the firm?

3 A Did you say January and February?

4 Q Yes.

5 A Yes, I was.

6 Q Who was your lawyer at that time?

7 A Hugh Husband.

8 Q Were we in daily contact?

9 A Yes.

10 Q Were you mentioning everything that happened in
11 regard to labor relations at the plant to Mr. Husband?

12 A Certainly hope so.

13 Q Did you ever mention to Mr. Husband anything about
14 a phone conversation with Mr. Seide?

15 A I couldn't. I didn't receive one.

16 Q In April, 1975 was Arkay Packaging approached by
17 John Cassano, Jr. regarding possible employment of Mr.
18 Cassano?

19 A Yes, he had contacted our plant superintendent,
20 John Rizzo.

21 Q And did you contact Mr. Husband after you heard
22 that?

23 A Yes, we did.

24 Q I hand you Respondent's Exhibit 1 for identifi-
25 cation which is a letter dated April 28, 1975 to Mr. Cassano

1 Q (By Mr. Husband) Did Cassano contact the Company
2 further after this letter was sent to him?

3 A Much later but basically, no.

4 In response to that letter? No.

5 MR. HUSBAND: I have no further questions.

6 [CROSS-EXAMINATION]

7 Q (By Mr. Edelman) Mr. Roche, when did you first
8 become employed by Arkay?

9 A March 12, 1973.

10 Q And that was your first employment at Arkay?

11 You had never been employed on a prior occasion?

12 A Never.

13 Q In what capacity did you become employed at that
14 time?

15 A Treasurer and Controller.

16 Q Are you still in the same capacity?

17 A No.

18 Q What is your capacity now?

19 A Vice President of Operations and Treasurer.

20 Q When did you become the Vice President of Operations
21 and Treasurer?

22 A May, 1975.

23 Q May of '75?

24 A Yes.

25 Q In your function as controller, and what was your

1 president of manufacturing and he and I sat at all the
2 negotiations with 119.

3 Q In 1974?

4 A In 1974.

5 Q You sat at the negotiations with 119; is that
6 correct?

7 A Yes.

8 Q I take it you never sat in any negotiations as a
9 representative of Arkay when they were members of the
10 League?

11 A That is correct.

12 Q And I take it you never sat in any negotiations
13 with Arkay when they engaged in separate contract
14 negotiations with Local 51 or Local 23 or Local 1 Paper
15 Handlers when Arkay was no longer a member of the League?

16 A That was in 1974.

17 Q Right.

18 Did you engage in any negotiations --

19 A There weren't any negotiations.

20 We would send contracts of which I'm aware of.

21 Q And did you agree to recognize --

22 A Yes.

23 Q (Continuing) -- the League contracts, did you not,
24 of Local 1 and Local 23 and Local 51 for a period until
25 the spring of '75, whenever the exhibits indicate they

1 expired?

2 A I cannot attest to Local 1's --

3 Q Local 23 or Local 51 yes; is that correct?

4 A Yes.

5 Q And with respect to Local 1 what was your position
6 with Local 1?

7 A Well, I don't ever remember seeing a contract
8 in the Company.

9 Q You have seen the memorandum that Mr. Bates signed
10 I take it, is that correct, in the course of this
11 hearing?

12 A Yes.

13 Q But you never got a contract from Local 1?

14 A That's correct.

15 Q To sign?

16 A That's correct.

17 Q Are you aware of any negotiations that took place
18 with Local 51 in April of '75?

19 A April of '75?

20 Q April of '74, I'm sorry?

21 A Only the contract that we got.

22 I know Howard Bates talked to me about it.

23 Q You did enter into a one-year extension with
24 Local 51?

25 A Yes.

1 Q No, let us talk now as of the winter of '75 or
2 '74, winter of '74?

3 A Yes?

4 Q You had a number of Unions that represented em-
5 ployees in your particular shop; is that correct?

6 What Unions did you have representing employees
7 as of the winter of '74?

8 A The winter of '74?

9 Q Winter of '74?

10 A To our knowledge?

11 Q Well, to your knowledge?

12 A I mean, we really have to look at the situation and
13 say which abandoned or --

14 Q Wait a second, that is a legal conclusion.

15 Let us just answer questions.

16 Did you have a contract with Local 51?

17 A Yes, we had a contract.

18 Q And you had a contract with Local 23 covering
19 employees?

20 A Yes.

21 Q And it is a question in your mind whether you had
22 a contract with Local 1?

23 A You may as well include them right in there, yes.
24 We will assume we had a contract.

25 Q You did assume you had a contract with Local 1

1 expiring some time in the spring of '75?

2 A Yes.

3 Q You also had a contract with ALA Local 1; is
4 that correct?

5 A That is correct.

6 Q And you had a contract with Local 25; is that
7 correct?

8 A Yes.

9 Q Covering one electrician?

10 A Yes.

11 Q And you had a contract with the Machinists?

12 A Yes.

13 Q Did you have any other collective bargaining
14 agreements?

15 A No.

16 Q So you had those agreements?

17 A Yes.

18 Q Is it your testimony that in connection with all
19 of these Unions that you hired strictly from the Union?

20 A When possible, yes.

21 Q Before you hired these replacements for Locals 23
22 and 51 as you have testified on direct that you have
23 hired replacements, did you contact the Union first?

24 A We did not.

25 Q You did not?

1 A No.

2 Q You did contact Local 1 of the Lithographers
3 when you hired new employees?

4 A Yes.

5 Q During the same period?

6 A Yes.

7 Q Why didn't you contact Locals 51 and 23 before you
8 hired replacements?

9 A Well, when we sent the telegram, the Mailogram
10 to 51, 23 and PH 1, we got no response as far as I was
11 concerned.

12 If the Unions sanctioned all their employees
13 leaving Arkay why didn't they -- they knew we were in
14 trouble to start with as far as people were concerned
15 and they didn't contact us.

16 They knew all these jobs were vacant at that time.

17 What use would it have been to contact them?

18 Q You are answering my question with a question,
19 but the fact is you did not contact them?

20 A We did not.

21 Q And it has always been your practice to hire
22 directly from the Unions or give the Unions notification
23 that you need new hires?

24 A That is correct.

25 Q But in this case you did not?

224A

1 A That is correct.

2 Q With respect to the employees that you hired those
3 replacements for 23 and those replacements for 51, did
4 you interview these employees that you hired from from
5 the outside?

6 A Did we interview them?

7 Q Yes.

8 A Yes.

9 Q Before you hire them you interview them?

10 A Yes.

11 Q Who conducted these interviews?

12 A Mr. John Rizzo and the individual department heads.

13 Q And did these employees fill out forms?

14 A Applications.

15 Q Did they list prior experience?

16 A Whenever we were lucky enough to have them.

17 Q Were there cases when you hired replacements that
18 had prior experience in the various crafts 23 and 51
19 represent?

20 A Yes.

21 Q So some of the replacements were experienced?

22 A Yes.

23 Q I take it on your form there was no question as to
24 whether or not the employees were members of any labor
25 organization?

1 A That's right.

2 Q There was no question of that?

3 A Right.

4 Q I also assume that you didn't interrogate these
5 employees orally in any manner that you know of in an
6 attempt to find out whether they were members of any
7 labor organizations; is that correct?

8 In other words, you didn't ask an employee who
9 was being hired as a prospective printer "Are you a member
10 of Local 51"?

11 A As being hired at that time?

12 Q Right?

13 A No.

14 Q Or "Are you a member of 23 or Local 1 Paper Handlers?"

15 A That is correct.

16 Q So we can assume that the Company was not interro-
17 gating these replacements as to any Union membership
18 that they may have had?

19 A That is correct.

20 Q It is possible that these replacements may have
21 been members of Unions?

22 A Yes.

23 Q As a matter of fact it is possible that these em-
24 ployees may very well have been members of Local 51, 23
25 and 1 respectively; is that correct, for all you know?

226 A

1 A Repeat that again, please.

2 Q I say it is possible that the replacements that
3 you hired may have been members of Local 51?

4 A At one time? Or still --

5 Q At any time?

6 They still might be paying dues to Local 51 as
7 far as you know; isn't that correct?

8 A Yes.

9 Q So you have no knowledge one way or the other?

10 A Well, I have knowledge with some of them.

11 Q How did you acquire --

12 A Because we have talked to them that if they would
13 want 51 to represent them --

14 Q You did speak to some of them?

15 A Yes.

16 Q Which ones did you speak to?

17 A Joe Rizzo, one.

18 Q Is Joe Rizzo related to --

19 A Yes, he is.

20 MR. EDELMAN: Your name is what, sir?

21 MR. JOHN RIZZO: John Rizzo.

22 Q And John Rizzo is employed by Arkay in what capacity?

23 A Plant superintendent.

24 Q And Joe Rizzo is related to John Rizzo?

25 A It is his son, and he used to be a 119 member, 119B.

227 A

1 Q He was a 119B member?

2 A Yes.

3 Q So that you knew that his prior Union affiliation
4 was that of 119B?

5 A Yes.

t5 6 Q I believe you testified with respect to Local 51
7 employees that they had four members excluding what you
8 consider to be supervisory employees?

9 A Yes.

10 Q You replaced those with two employees?

11 A Yes.

12 Q According to your testimony you scaled down the
13 operation and that is why you didn't have to replace
14 number four.

15 Now, these particular employees that you replaced
16 them with are Louis Maurio and Allessi?

17 A Yes.

18 Q When were they hired?

19 A Lou was hired in August, I think August the 2nd
20 but I'm not sure of the date, but it is early August and
21 Allessi was hired at the end of July.

22 Q Of '74?

23 A Of '74.

24 Q How do you know this?

25 A From our records.

228A

- 1 A (Continuing) Lamangin.
- 2 Q And --
- 3 A Werner Frey.
- 4 Q When was Lamangin hired and Frey?
- 5 A The fall of '74.
- 6 Q And Frey?
- 7 A Same time.
- 8 Q With respect to Local 1, you had three Local 1
- 9 people there but you never hired specific replacements
- 10 for these?
- 11 A That is correct.
- 12 Q You did have a Local 51 member working in the shop
- 13 throughout who still works there; is that correct?
- 14 A That is correct.
- 15 Q That is Mr. Lichtrule?
- 16 A Yes, it is.
- 17 Q You have continued to date as a matter of fact
- 18 to deduct dues from Mr. Lichtrule's pay and remit them
- 19 to Local 51; is that correct?
- 20 A Yes, sir.
- 21 Q And also vacation?
- 22 A Vacation credit.
- 23 Q Pursuant to Local 51's contract; is that correct?
- 24 A Yes, sir.
- 25 Q In other words, he gets his vacation pay pursuant

1 to whatever contract Local 51 has with the League? 229A

2 A Well, we are administering on the '74 contract.

3 Q All right, on the '74 contract.

4 In other words, as an extension, treating it as
5 an extension?

6 A Yes.

7 Q You also contribute to pension and welfare pur-
8 suant to the '74 agreement?

9 A Yes.

10 Q Any other contributions that are required pursuant
11 to the '74 agreement?

12 A Yes.

13 Q I show you General Counsel's Exhibit 10 and ask
14 you to look at specifically GC-10B.

15 Now, do you recognize this exhibit?

16 A It is the monthly remittance statement.

17 Q That is the statement that you send to the Union;
18 is that correct?

19 A Yes.

20 Q For their members?

21 A Yes.

22 Q And on the monthly remittance statement you have
23 listed all the particularemployee names, whether they are
24 members of 23, 1 Paper Handlers or 51, correct?

25 A Yes.

1 Q So that you are making contributions then pursuant
2 to the 1975 agreement between the League and 51?

3 A I assume that, yes.

4 Q In connection with this Respondent's 2, there
5 is a petition that was filed, and there has been no
6 action taken on it and you have received no communication
7 from the National Labor Relations Board in connection
8 with this other than the bare petition?

9 A That is correct.

10 MR. EDELMAN: As a matter of fact, maybe we can
11 get a stipulation that it is still being blocked by the
12 Board case that your Honor has taken judicial notice of.

13 MR. HUSBAND: Certainly.

14 MR. EDELMAN: No action has been taken on it
15 other than the filing of the petition?

16 MR. HUSBAND: Yes.

17 MR. EDELMAN: I have no further questions of the
18 witness.

19 JUDGE ROSE: Redirect?

20 REDIRECT EXAMINATION

21 Q (By Mr. Husband) Mr. Roche, since July 1, '74,
22 have there been changes in the operational structure at
23 Arkay Packaging insofar as production goes?

24 A The operational structure?

25 Q Yes, the effectiveness, the way things are scheduled,

1 the utilization of various departments?

2 A Oh, we have to look at the -- we used to main-
3 tain three shift operations and we are presently, you
4 know, working under a two-shift operation.

5 We feel that there are some areas that we
6 have become more efficient and we have been able to
7 cut our staff by the efficiencies.

8 Q As a fundamental matter, as a functional matter
9 they are doing functions that they didn't formerly do
10 that were done by other members in '74, prior to July 1st?

11 I refer you to the example of the consolidation
12 of the paper handlers?

13 A Well, your ALA has gone over to the other depart-
14 ment in the letter press and handling stock in the
15 letter press whereas before it used to be a jurisdictional
16 involvement with PH 1 and ALA 1, so they have absorbed
17 some of the duties.

18 Q The point is one group of employees is now doing
19 all the paper handling?

20 A Yes.

21 Q When formerly you had two or three little groups?

22 A Yes.

23 Q At one time you had three groups of employees
24 doing paper handling, did you not?

25 A Well, when you talk about the material handling

1 from the raw stock area, you have to take into consideration
2 119 and that was, you know, as was pointed out, it was
3 a jurisdictional problem at all times.

4 Q Now, one group is doing all your paper handling
5 and material handling?

6 A Yes.

7 Q Mr. Joe Rizzo, after the 119B strike began, he
8 was willing to cross the picket line, I guess?

9 A Yes.

10 Q Did you ask these employees hired after July 1,
11 did you notify them of the fact that there was a strike
12 and a picket line?

13 A They knew it when they walked in the door.

14 Q They indicated their willingness to cross that
15 picket line?

16 A Yes.

17 Q Were you approached by employees in January, '75
18 regarding representation?

19 A Yes, the employees formed a employee committee to
20 represent them.

21 Q And they approached Management about that?

22 A Yes.

23 Q So that one of the matters covered in the decision
24 which we have presented to the Judge to take administrative
25 notice of --

233A

1 A That is correct.

2 Q Did they indicate at that time that they wanted
3 to be represented by this committee?

4 A By the committee, yes.

5 Q Do you happen to know if Mr. Howard Bates in
6 July, 1975 had contact with Local 51?

7 A July of '75?

8 Q '74?

9 A If he had contact?

10 Q Whether in July or August, 1974 he contacted Local
11 51 regarding the furnishing of employees?

12 A No, I don't know.

13 Q You don't know whether he did?

14 A I don't know.

15 MR. HUSBAND: I have no further questions.

16 RECROSS-EXAMINATION

17 Q (By Mr. Edelman) This employee committee that
18 you were talking about that was set aside in the decision,
19 that was a committee formed by employees who were hired
20 to replace 119B strikers; isn't that correct?

21 A No, it was to cover the whole plant with the ex-
22 ception of ALA and the electrician.

23 Q Nevertheless the Board had found that the Company
24 committed an unfair labor practice by indeed recognizing
25 this committee and indeed participating in meetings with

1 this committee; is that correct?

2 MR. HUSBAND: I think in fairness you should state
3 it found that was an unfair labor practice because of
4 the fact that there was a pending representation petition.

5 MR. EDELMAN: Actually my question really is
6 meaningless because the decision really speaks for it-
7 self in that area and I am going to abandon that.

8 Q (By Mr. Edelman) You have been hiring replace-
9 ments for these various Unions that have been on strike
10 since June 11, 1974, on or about that date; is that
11 correct?

12 A Yes.

13 Q As I recall your testimony and the testimony of
14 other Arkay representatives, it was pointed out in the
15 first case involving Local 119B, in the unfair labor
16 practice trial that we had, that the employees that
17 you had hired were really not very experienced at that
18 time and that they were being trained by various super-
19 visors in order to acquire this experience; is that
20 correct?

21 A That is correct.

22 Q So that a lot of your new replacements were not
23 as experienced as the people who were out striking?

24 A That is correct.

25 Q That is with respect to 119B and I take it that

1 would be also the same with respect to employees of 51,
2 23 and Local 1?

3 A When you say the majority or a lot --

4 Q Would you say the majority?

5 A The majority were inexperienced.

6 Q And in fact Local 51, Local 23 and Local 1
7 Paper Handler members that you had employed at the time
8 were experienced for the large part; is that correct?

9 A Yes.

10 Q So you were hiring inexperienced employees to
11 replace experienced employees in effect?

12 A Yes.

13 Q And the evidence indicates that the number of
14 replacements that you hired with respect to Local 51,
15 Local 23 were less than the original complement you had
16 prior to their engaging in refusing to cross the picket
17 line; is that correct?

18 A That is correct.

19 Q Yet you make the statement that with this comple-
20 ment of considerably decreased skill and experience and
21 although the complement is smaller, nevertheless you are
22 operating more efficiently?

23 A In some areas.

24 Q In some areas?

25 A Yes.

1 Q Has your volume of business fallen off as well?

2 A Yes, it has.

3 Q Would that be a considerable fallen off from
4 June 11th of 1974?

5 And maybe you would care to estimate percentage?

6 A 20 per cent.

7 Q Pardon?

8 A 20 per cent.

9 Q About 20 per cent?

10 A Yes.

11 MR. EDELMAN: No further questions.

12 MR. HUSBAND: I have no further questions.

13 JUDGE ROSE: Thank you, Mr. Roche, you may step
14 down.

15 (Witness excused.)

16 JUDGE ROSE: Mr. Husband, do you have another witness,
17 a very short one?

18 MR. HUSBAND: Myself, your Honor.

19 JUDGE ROSE: Is there any objection?

20 MR. EDELMAN: I have no objection, your Honor, no.

21 JUDGE ROSE: You know as an Officer of the Court
22 you are putting your credibility in question by taking
23 the witness stand?

24 MR. HUSBAND: I do.

25 JUDGE ROSE: I don't know what the New York rules

1 are about that.

2 MR. EDELMAN: Your Honor, it is common practice
3 for Attorneys to take the stand to testify and usually
4 it occurs in 8(a)(5) cases concerning table bargaining.

5 I have had several cases involving just that where
6 the Attorney has in effect been the negotiator and has
7 taken the stand.

8 As a matter of fact, last case I had the Attorney
9 was discredited.

10 The breaks of the game.

11 Whereupon,

12 HUGH P. HUSBAND, JR.

13 was called as a witness by and on behalf of the Respondent
14 and, having been first duly sworn by Judge Rose, was
15 examined and testified as follows:

16 JUDGE ROSE: Please be seated and state your name
17 and address for the record.

18 THE WITNESS: Hugh P. Husband, Jr., Main Street,
19 Bridgehampton.

20 Can I do it by narrative form?

21 JUDGE ROSE: I can't think of any better way.

22 THE WITNESS: As the Attorney for Arkay Packaging
23 in regard to labor law and labor relations matters from
24 December, 1974, I was very, very, very involved in the
25 December through February through March for that matter,

1 but anyway in the December through February period, 238A
2 and I was in almost daily contact with Mr. Roche and
3 Mr. Kaneff, the president of the firm regarding develop-
4 ments.

5 It had at times when -- no, I can't characterize
6 it, but it was thorough in the sense that every time --
7 not every time but it would go down to minutia of activities
8 and certainly would cover any time there was a phone
9 call from one of the various Unions involved or if there
10 was any contact from the employee committee that was
11 mentioned.

12 JUDGE ROSE: Excuse me, Mr. Husband, when did
13 you start your representation, what period?

14 THE WITNESS: December, mid-December, 1974.

15 JUDGE ROSE: Mid-December, 1974, so you are
16 testifying from that point forward?

17 THE WITNESS: Yes, sir.

18 JUDGE ROSE: Okay.

19 THE WITNESS: But because it stated belatedly and
20 a lot had gone by before, I had a lot of work just to
21 bring myself up to date and was working heavily and as
22 I said, was in constant telephone contact with Mr. Roche
23 and Mr. Kaneff who called me about anything that seemed
24 possibly relevant to this, to the labor law, labor re-
25 lations problem.

1 On February 4th I was at the plant and in con-
2 junction with Mr. Roche or rather, Mr. Roche prepared but
3 aided the letter and I don't know the exhibit number,
4 but it is the December 4th letter replying to Mr. Seide's
5 request for bargaining, as I recall it.

6 On February 5th and 6th -- that was Wednesday and
7 Thursday of that week -- Mr. Roche and I and another
8 executive from Arkay were completely involved all day long
9 on both days at a Labor Board Unfair Practice Hearing
10 held here in Brooklyn.

11 On the 7th, which was the Friday of that week,
12 my records show that I had one phone call to and one
13 phone call from Mr. Roche during the whole month of
14 February.

15 My own internal memo record book shows that on
16 24 of the 28 days I did work on Arkay almost all of
17 which included phone discussions with the principals.

18 At no time during the month of February or at any
19 time since February has Mr. Roche indicated to me that
20 he had a phone call, phone discussion with Mr. Seide
21 regarding the letter that we sent Mr. Seide on February 4th.

22 That is it.

23 JUDGE ROSE: Cross?

24 MR. EDELMAN: No cross.

25 JUDGE ROSE: Thank you, Mr. Husband.

General Counsel's Exhibits

URGENT FSB

2-014171E186002 07/05/74

ICB IPMMTZZ CSP

1 5162732000 HGM TDHT HAUPPAUGE NY 07-05 1247P EDT

ZIP 11787

MAILGRAM

Mailgram

37

243A

7/74
T. Deeg's L-51
+ women's
7/5 Unice's

ARMAY PACKAGING CORP NS

22 ARKAY DR

HAUPPAUGE NY 11787

THIS MAILGRAM IS A CONFIRMATION COPY OF THE FOLLOWING MESSAGE:

5162732000 HGM TDHT HAUPPAUGE NY 100 07-05 1247P EDT

ZIP 10003

WILLIAM CENERA CARE NEW YORK PRINTING PRESSMAN AND OFFSET WORKERS

LOCAL 51

200 PARK AVE SOUTH

NEW YORK NY 10003

PURSUANT TO THE TERMS OF THE COLLECTIVE BARGAINING CONTRACT
BETWEEN ARMAY PACKAGING CORP AND LOCAL 51 THERE IS A NO STRIKE
PROVISION, ANY FURTHER REFUSAL TO WORK IS A BREACH OF OUR AGREEMENT.
IF YOU DO NOT HAVE YOUR MEMBERS RETURNED TO WORK BY MONDAY JULY
8 1974 YOUR UNION WILL BE SUBJECT TO A DAMAGE ACTION, AN INJUNCTION,
AND ARMAY WILL BE FREE TO REPLACE SUCH MEMBERS OF YOUR UNION
WHO HAVE NOT RETURNED TO WORK.

HOWARD BATES VICE PRESIDENT MANUFACTURING ARMAY PACKAGING
CORP 22 ARKAY DR HAUPPAUGE NY 11787

12:40 EDT

HGMNYAT HSB

GCY 2 *[Signature]*
12-1-75
J.R.

0146235186002 07/05/74
08 1PM TZZ CSP
1 5162732000 MGH
IP 11767

WIREGRAM

3

244 A

ARRAY PACKAGING CORP NY
2 ARRAY DR
HAUPPAUGE NY 11767

THIS MAILGRAM IS A CONFIRMATION COPY OF THE FOLLOWING MESSAGE:

5162732000 MGH TONY HAUPPAUGE NY 110 07-05 1256P EDT
ZIP 11790

LOUIS DI LORENZO
182 SYCAMORE CIRCLE
STONY BROOK NY 11790

PURSUANT TO THE TERMS OF THE COLLECTIVE BARGAINING CONTRACT
BETWEEN ARRAY PACKAGING CORP AND LOCAL 51 THERE IS A (NO STRIKE)
PROVISION. ANY FURTHER REFUSAL TO WORK IS A BREACH OF OUR AGREEMENT.
IF YOU DO NOT RETURN TO WORK BY MONDAY JULY 8 1974 YOUR UNION
WILL BE SUBJECT TO A DAMAGE ACTION, AN INJUNCTION AND ARRAY
WILL BE FREE TO REPLACE YOU AS AN EMPLOYEE. AS YOU KNOW WE REGRET
YOUR UNION HAS FORCED US TO FOLLOW THIS COURSE.

HOWARD BATES VICE PRESIDENT MANUFACTURING ARRAY PACKAGING
CORP 22 ARRAY DR HAUPPAUGE NY 11767

12157 EDT

MGHNYAT HSB

Handwritten:
GC 43
12-1-75
B

HQNNYAT HSB

2-024060E191002 07/10/74

ICB IPMMTZZ CSP

1 5162732000 HGM YDHT HAUPPAGUE NY 07-10 0245P EDT

ZIP 11767

MAILGRAM

MAILGRAM

245 A

ARMAY PACKAGING CORP EA
22 ARMAY DR
HAUPPAGUE NY 11767

THIS MAILGRAM IS A CONFIRMATION COPY OF THE FOLLOWING MESSAGE:

5162732000 HGM YDHT HAUPPAGUE NY 100 07-10 0245P EDT

ZIP 10452

GEORGE DALASH

2320 GRAND CONCOURSE

BRONX NY 10451

PURSUANT TO THE TERMS OF THE COLLECTIVE BARGAINING CONTRACT BETWEEN

ARMAY PACKAGING CORPORATION AND LOCAL 23 THERE IS A (NO STRIKE)

PROVISION AS YOU HAVE NOT RETURNED SINCE YOU LEFT WORK JULY 1ST

1974 ARMAY IS REPLACING YOU

HOWARD DATES VICE PRESIDENT MANUFACTURING ARMAY PACKAGING CORP

22 R R DR HAUPPAGUE NY 11767

1014G EDT

HQNNYAT HSB

CC-4
12-1-74
8-12

SHOP RULES AND WAGE SCALES

246 A

CONTRACT

for

Book and Job Offices

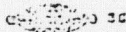
between

Printers League Section
PRINTING INDUSTRIES
OF METROPOLITAN NEW YORK, INC.

and

N.Y. Printing Pressmen and
Offset Workers' Union No. 31
IPP & AU OF NA

1971-1974



Print New York

Handwritten notes:
60x5
1-75
B.R.

SCALE AGREEMENT

247 A

SHOP RULES AND WAGE SCALE CONTRACT FOR BOOK AND JOB OFFICES

between

PRINTERS LEAGUE SECTION,
PRINTING INDUSTRIES OF METROPOLITAN
NEW YORK, Inc.

and

NEW YORK PRINTING PRESSMEN AND
OFFSET WORKERS' UNION No. 51,
IPP & AU of NA

PART I — IDENTIFICATION

1. This wage scale and shop rules Contract made between the Printers League Section of the Printing Industries of Metropolitan New York, Inc., hereinafter called the "League," and New York Printing Pressmen and Offset Workers' Union No. 51, IPP & AU of NA, hereinafter called the "Union," shall govern all employer members of the League who recognize by signature this contract with the Union.

2. The League recognizes the Union as the exclusive representative for collective bargaining for all employees in the pressrooms of the employers, engaged as printing pressmen and apprentice pressmen as listed in the wage scales contained in

pocket at end of this Contract. It is further recognized and agreed that all prior practices being performed by employees covered by this Contract shall continue as heretofore.

3. It is mutually agreed that an employee engaged to work in a job classification set forth in this Contract shall be employed in accordance with the provisions of this Contract and shall be paid the wages specified for such classification. The only exception hereunder shall be an apprentice regularly indentured in accordance with the manpower ratio and other apprentice provisions applicable under this Contract. Any employee not a member of the Union at the time of employment must make application for membership in the Union after thirty days from date of hiring. Any employee accepted into membership in the Union shall, as a condition of continued employment during the term of this Contract, pay or offer to pay the regular monthly dues of the Union. In the event that an employer indicates his intent to hire additional employees covered under this Contract, he shall designate the position to be filled and will state how long he expects the position to last.

The League and the Union pledge, that they shall continue to practice no discrimination in employment in regard to race, creed, color or national origin.

4. It is understood and agreed, that if any provision of the previous Contract, excluded from this Contract solely because of the restrictions of the law is determined either by a legislative enactment or by a decision of the court of highest recourse to be legal or permissible, then the parties shall immediately enter into discussions with a view to the restoration of such clause.

5. In the negotiations for a new Contract the League shall submit to the Union on or before 90 days prior to the expiration of this Contract, a list of members of the League who will accept and will operate under the terms of the new Contract; those firms only and new members of the League, and such other firms as may accept prior to the conclusions of negotiations by conciliation or prior to a decision through arbitration, shall be bound by the new scale and shop rules contract.

Effective April 8, 1972, subject to the existing requirement of law for written authorization from the respective employees, the Employer shall deduct monthly from the earnings of the employees covered by this agreement the Union dues (which

initiation fees and standard Union assessments) of such fees and forthwith remit same to the Union. Monies so received shall be deemed trust funds in the hands of the Employer.

The Union and the League will review and agree on the proper administrative implementation of the checkoff procedure.

Definition of Book and Job Office

6. A Book and Job Office is an office which does printing for the public or for an individual firm or company, or one that operates a printing plant for the production of its own or others' weekly, semi-weekly, tri-weekly, or monthly publications, whatever the equipment of the foregoing may be, or whatever the hours of the day they may be operated.

PART II — DURATION

7. All the terms as set forth in this contract shall be effective on April 8, 1971 and shall continue until March 8, 1974.

8. For the renewal of this Contract, the Union shall present to the League and the League shall present to the Union 90 days prior to the expiration of this Contract, a statement in writing of proposals for changes both in shop rules and scale of wages. All proposals shall be included in the first statement, subject to change in negotiations. Negotiations shall be entered into promptly following the interchange of proposals, and efforts made by each party with the other to conciliate points of difference.

PART III — SETTLEMENT OF DISPUTES

The following rules shall govern all employees, employed by members of the League who are parties to this Contract, and employment is given and accepted under these conditions:

9. No precedents or previous conditions, rules or agreements, shall be recognized in any way or affect or modify these rules which are to be interpreted or changed only in accordance with the provisions of this Contract or through arbitration under the Arbitration Agreement between the League and the Union.

250 A

NEW YORK PRINTING PRESSMEN & OFFSET WORKERS UNION No. 51
I.P. & G.C.U.

200 PARK AVENUE SOUTH, NEW YORK, N.Y. 10003 • ORegon 4-4563

PRINTERS LEAGUE SECTION

PRINTING INDUSTRIES OF METROPOLITAN NEW YORK, INC.

461 8th AVENUE, NEW YORK, N.Y. 10001 • LOngacre 4-3500

PRINTERS LEAGUE-N. Y. PRINTING PRESSMEN'S UNION No. 51

CONTRACT CHANGES and JOURNEYMEN WAGE SCALES

EFFECTIVE MARCH 4, 1974 TO MARCH 3, 1975.



62+6-A X 75
12-1-12
Print New York

PRINTERS LEAGUE - N.Y. PRINTING PRESSMEN'S UNION No. 51
NEW CONTRACT LANGUAGE

Sec. 3 — Change paragraph 2 to read as follows:

The League and the Union pledge, that they shall continue to practice no discrimination in employment in regard to race, creed, color, national origin or sex.

The parties to the collective bargaining agreement agree to continue their policy of no discrimination against any employee because of race, creed, color, sex or national origin, with respect to wages, hours, advancement, selection for apprenticeship openings, or other conditions of employment.

The terms "journeymen," "pressmen," "brakemen pressmen," "tension men pressmen," and "cameramen," as used in the collective bargaining agreement are meant only to indicate the classification or status of employees, and are not related to the sex of employees. Any other use of the masculine gender in the collective bargaining agreement shall be understood to include the feminine gender as well.

Sec. 7 — Duration

All terms as set forth in this contract shall be effective on March 4, 1974 and shall continue until March 3, 1975.

Sec. 26B — A new section to be added to read as follows:

There may be separate starting times of up to one (1) hour either before or after the starting time of the regular day, night or lobster shifts for the pressroom and/or preparatory departments as long as it is within the framework of the hours of the contract for the respective shifts.

— 1 —

Sec. 43 — Change to read as follows:

Ten hours must intervene between time of quitting and starting work. An employee reporting at the end of the ten-hour period immediately following the usual day's work shall be paid at the rate of single time. An employee ordered to report to work at the regular starting time of the shift, before the expiration of the ten-hour period shall be paid at the overtime rate prevailing at the time at which his previous day's work ended until the ten-hour period has expired. An employee working the major portion of any shift that he starts with must be paid for the full day.

Sec. 61 — Change to read as follows:

Effective June 1, 1974, in addition to the wages as set forth in the Wage Scales Section of the contract the members of the Printers League shall contribute weekly to the New York Pressroom Unions-Printers League Welfare Trust Fund contributions in the amount of five and eleven one hundredths per cent (5.11%) of gross earnings for each cylinder and job journeyman and apprentice employee covered by this contract.

Struck Work — A new section to be added to read as follows:

No Employer shall require employees covered by this agreement to execute any work received from or destined for another employer whose employees are locked out or on a strike authorized by the International Printing & Graphic Communications Union or under circumstances which make an employer an ally of such employer, and such work shall not be within the scope of the employment of employees covered by this agreement. The Union will give the League forty-eight (48) hours notice of such strike or lockout. However, nothing in the foregoing shall interfere with an Employer from continuing normal account work or interfere with his right to secure such work as may be had from a customer on a direct account basis. Provided such normal account work shall not violate the object of this section, i.e.,

— 2 —

68
MEMORANDUM OF AGREEMENT
BETWEEN

252 A

ARKAY PACKAGING CORP.
22 Arkay Drive
Hauppauge, New York 11787

&

NEW YORK PRINTING PRESSMEN & OFFSET
WORKERS UNION LOCAL 51
200 Park Ave. South
New York City, N. Y. 10003

The Company does recognize the contract between the Printers League and Local 51 for the period of March 4th, 1974 to March 3, 1975.

It is agreed that the salaries of Pressmen covered under this agreement shall be adjusted to \$294.90 Day Rate on March 4th, 1974. This figure includes the 3% Salary increases received by the Industry and may be found in our wage book on page 12 under the heading "Two Color Offset Presses 46" up to and including 60".

All other conditions of the League-51 contract shall prevail including a 1% increase in Welfare Payments June 1st, 1974 and a 2½% Wage Increase on October 1st, 1974.

It is further agreed that in the event the company installs the Gravure process Local 51 shall be recognized for Presswork and Preparatory Department Employees in this area.

Julius Seide

Julius Seide, Business Representative for
New York Printing Pressmen and Offset
Workers Union Local 51.

APRIL 11, 1974.

FOR

Howard M. Bates
ARKAY PACKAGING CORP.

KAY PRINTING CORP.
 PARKWAY DRIVE
 SAUGUS NY 11787

MONTHLY REMITTANCE REPORT

INSTRUCTIONS ARE PRINTED
 ON REVERSE SIDE

EMPLOYER NO. 027

PRINTERS' LEAGUE FUNDS

50 West 40th St., New York, N.Y. 10018
 Call 364-1177

253 A

PAYROLL PERIOD

MAI. 30, 1977

PAYMENTS DUE 5TH OF MONTH

(1) EMPLOYEE NAME AND FIRST INITIAL	(2) SOCIAL SECURITY NUMBER	(3) M S T A T U S	(4) J C O D E	(5) CHANGES (See Instructions) List exact employment data for newly hired employees & reason for each termination.	(6) GROSS EARNINGS	(7) D.B. or Comp. Shifts	(8) Vaca- tion Shifts	(9) Paid Shifts	(10) Daily Vaca- tion Credit	(11) VACAT. (Col. 9)
BLAND	1	12-02-1241	M	1						
BATH	1	11-02-1241	M	1						
BRO	3	015-02-0321	M	1						
BROCH	1	11-14-0701	M	1						
BRO	1	101-22-0710	M	2						
BRO	1	077-02-0136	M	2						
BRENCO	1	070-14-0213	M	2						
BRO	1	112-14-7040	M	2						
BRO	1	050-05-0276	M	2		1844.25		25	6.50	16.4
BRO	P	115-02-0136	M	2						
BRO	D	101-07-0594	M	2						
BRO	1	052-01-0500	M	2						
BRO	D	121-02-0112	M	3						
BRO	1	070-14-0441	M	3						
BRO	3	112-14-0011	M	3						
BRO	1	101-02-1311	M	3						
BRO	P	085-01-177	M	4						
BRO	1	101-14-0111	M	1						

4	7	5	2	0	0	1
				1	17	

SPACE FOR ADMINISTRATIVE OFFICE USE ONLY

PAYMENT

EMPAYMENT

PAYMENT

EMPAYMENT

PAYMENT

Draw Separate Check Payable To Local #51

① Vacation Dispository Fund 1200 PARK AVE. RD. N.Y. 10037 \$164.50

② Multiply Gross Job Code #2 Earnings \$1844.25 x .02 = \$36.89

③ Total Paid Shifts - Col. #9 25

Multiply Gross Earnings \$1844.25 x .0312 = \$57.55

CALCULATE N.Y. PRINTERS' LEAGUE WELFARE FUND PAYMENT

④ Multiply Gross Earnings \$1844.25 x .0514 = \$94.81

CALCULATE PRINTERS' LEAGUE WELFARE FUND PAYMENT

⑤ Multiply Gross Earnings Job Codes #3 #4 #5 \$ x .01 = \$18.44

FOR PRINTERS' LEAGUE WELFARE FUND REGISTRATION & EMPLOYMENT FUND PAYMENT

ISSUE ONE CHECK - To Remittance @ @ and @ Payable To:

254 A

January 23, 1975

Arkay Printing Co., Inc.
22 Arkay Dr.
Hauppauge, N.Y. 11767

Dear Mr. Kaneff:

Under the terms of our Contract we wish to notify you that our contract expires March 3, 1975.

We wish to meet with you at the earliest possible time with the purpose of negotiating a new contract with Arkay.

Please contact Business Representative Julius Seide as to the time and place these negotiations will begin.

Yours truly,

Julius Seide
Business Representative
Local #51

Exhibit 2

*CC + 8
12-1-75
[Signature]*

255 #



ARKAY PACKAGING CORPORATION
22 ARKAY DRIVE, HAUPPAUGE, LONG ISLAND, NEW YORK 11787, TELEPHONE 516 273-20
NEW YORK CITY SALES OFFICE, 201 EAST FORTY-TH STREET, N. Y., N. Y. 10022, TEL. 212 753-1020

February 4, 1975

Mr. Julius Seide, Business Agent
Local 51, IPPAUNA
200 Park Avenue South
New York, New York 10003

Dear Mr. Seide:

I am writing in response to your letter of January 23rd. Please excuse the delay which was caused by Mr. Howard Kaneff's absence from this area, and the difficulty in contacting him. But we did succeed in reaching him, and Mr. Kaneff has directed me to answer your letter.

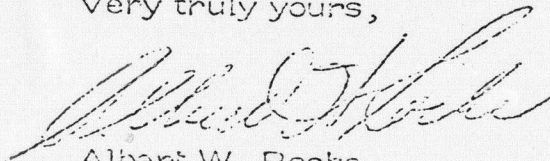
Arkay Packaging agrees with your statement that the labor contract that had existed between your union and the company expires by its terms on March 3, 1975.

In regard to your request to meet with the purpose of negotiating a new contract, I have been directed to advise you that the company cannot meet with you for that purpose in view of the fact that the objective facts conclusively indicate to management that your union does not represent a majority of the employees in the unit your union formerly represented.

Handwritten:
OK + 9
12-1-75
P.R.

In view of the fact of the overwhelming evidence that your union does not represent a majority of our employees in any appropriate unit, the company cannot recognize your union unless and until you have obtained a certification from the N. L. R. B. designating you as the collective bargaining representative for an appropriate unit of our employees. In these circumstances, we must refuse your request to meet for the purpose of negotiating a new contract.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Albert W. Roche".

Albert W. Roche
Vice President and Treasurer

AWR:bs

CC EX 11 1974

257 A

SHOP RULES AND WAGE SCALE

CONTRACT

for

Book and Job Offices

between

Printers League Section

PRINTING INDUSTRIES
OF METROPOLITAN NEW YORK, INC.

and

N. Y. Printing Press Assistants'
and Offset Workers'

Union No. 23

I. P. P. & A. U. of N. A.

CM 3-3326

1971-1974

SCALE AGREEMENT

SHOP RULES AND WAGE SCALE CON-
TRACT FOR BOOK AND JOB OFFICES

Between

PRINTERS LEAGUE SECTION,
PRINTING INDUSTRIES OF
METROPOLITAN NEW YORK, INC.

and

NEW YORK PRINTING PRESS ASSISTANTS'
and OFFSET WORKERS'
UNION NO. 23, I.P.P. & A.U. of N.A.

PART I—IDENTIFICATION

1. This Shop Rules and Wage Scale Contract made between the Printers League Section of the Printing Industries of Metropolitan New York, Inc., hereinafter called the "League," and New York Printing Press Assistants' and Offset Workers' Union No. 23, IPP & AU of N.A., hereinafter called the "Union," shall govern all employer members of the League who recognize by signature this Contract with the Union.

2. The League recognizes the Union as the exclusive representative for collective bargaining for all employees in the pressrooms of the employers, engaged as operators, press feeders, press assistants, fly boys, tenders, apprentice assistants and utility men engaged on presses as listed in the wage scales contract on Pages 3 to 22 of this contract.

3. It is mutually agreed that an employee engaged to work in a job classification set forth in this Contract shall be employed in accordance with the provisions of this Contract and shall be paid the wages specified for such classification.

The only exception hereunder shall be an apprentice regularly indentured in accordance with the manpower ratio and other apprentice provisions applicable under this Contract. Any employee not a member of the Union at the time of employment must make application for membership in the Union after thirty days from date of hiring. Any employee accepted into membership in the Union shall, as a condition of continued employment during the term of this Contract, pay or offer to pay the regular monthly dues of the Union.

Employers recognizing this Contract further agree to give 48 hours notice to the Union of their intention to hire additional employees covered by this Contract and such notice will designate the position to be filled and will state how long that position is to last. The League and the Union pledge that they shall continue to practice no discrimination in employment in regard to race, creed, color, or national origin.

4. It is understood and agreed, that if any provision of the previous Contract, excluded from this Contract solely because of the restrictions of the law is determined either by a legislative enactment or by a decision of the court of highest recourse to be legal or permissible, then the parties shall immediately enter into discussions with a view to the restoration of such clause.

5. In the negotiations for a new Contract the League shall submit to the Union on or before 90 days prior to the expiration of this Contract, a list of members of the League who will accept and will operate under the terms of the new Contract; those firms only and new members of the League, and such other firms as may accept prior to the conclusion of negotiations by conciliation or prior to a decision through arbitration, shall be bound by the new Shop Rules and Wage Scale Contract.

a. Effective April 3, 1972, or thereafter dur-

ing the life of this agreement, subject to the existing requirement of law for written authorization from the respective employees, the Employer shall deduct monthly from the earnings of the employees covered by this agreement the Union dues (which includes initiation fees and standard Union assessments) of such employees and forthwith remit same to the Union. Monies so deducted shall be deemed trust funds in the hands of the Employer.

The Union and the League will review and agree on the proper administrative implementation of the checkoff procedure.

Definition of Book and Job Office

6. A Book and Job Office is an office which does printing for the public or for an individual firm or company, or one that operates a printing plant for the production of its own or others' weekly, semi-weekly, tri-weekly, or monthly publications, whatever the equipment of the foregoing may be, or whatever the hours of the day may be operated.

PART II—DURATION

7. All the terms as set forth in this contract shall be effective the first fiscal week on or after June 1, 1971 and shall continue through and including the first fiscal week on or after April 30, 1974.

8. For the renewal of this Contract, the Union shall present to the League and the League shall present to the Union ninety days prior to the expiration of this Contract, a statement in writing of demands for changes both in shop rules and scale of wages. All demands shall be included in the first statement, subject to change in negotiations. Negotiations shall be entered into promptly following the interchange of demands, and efforts made by each party with the other to conciliate points of difference. If no

notice by either party is given in writing as stipulated in the preceding paragraph, the then existing provisions of this Contract shall continue in full force and effect to April 30, 1973, and thereafter be subject to the stipulations as set forth in the preceding paragraph, prior to each succeeding annual expiration date.

PART III—SETTLEMENT OF DISPUTES

The following rules shall govern all employees employed by members of the League who are parties to this Contract, and employment is given and accepted under these conditions:

9. No precedents or previous conditions, rules or agreements shall be recognized in any way or affect or modify these rules, which are to be interpreted or changed only in accordance with the provisions of this Contract or through arbitration under the Arbitration Agreement between the League and the Union.

10. All employees are cautioned against an infraction of rules contained herein, as such will be the cause of discipline either by immediate dismissal or by complaint made through the League to the Union, at the option or discretion of the employer.

11. In the event of a difference arising between a member of the League and the Union, all work shall continue without interruption pending proceedings looking to conciliation or arbitration, either local or international, and the scale of wages and hours provided in contract between the parties and working conditions prevailing prior to the time the difference arose shall be preserved unchanged until a final decision of the matter at issue shall have been reached.

12. All complaints emanating from any party to this Contract shall receive prompt acknowledgment and attention, and every effort shall

G.C. Ex 11 B

262 A

WAGE SCALES AND HOURLY RATES,
AND VACATION CREDITS
FOR CYLINDER AND JOB ASSISTANTS,
APPRENTICE'S, PRESS TENDERS,
23W. BRANCH PRESS WASH-UP FLY BOYS
PRESSROOM UTILITY EMPLOYEES
EFFECTIVE FIRST FISCAL WEEK BEGINNING
ON OR AFTER May 1, 1974

BETWEEN

PRINTERS LEAGUE SECTION OF THE
PRINTING INDUSTRIES OF METROPOLITAN
NEW YORK, INC.

AND

NEW YORK PRINTING PRESS ASSISTANTS' AND
OFFSET WORKERS UNION No. 23
I.P.P. and A. U. of N. A.
212 WEST 15th STREET NEW YORK, N. Y. 10011
CHelsea 3-3323----3327

MANUEL MOSCOSO
President & Bus. Rep.

THOMAS M. DONOHUE
Sect. -Treas.

Please retain this Pamphlet for your information



5/31/74

PRESS ASSISTANTS' UNION NO. 23-W

Press Wash-Up and Pressroom Utility Employees

263 A

Effective First Fiscal Week on or after May 1, 1974

The increase in scales for press assistants makes necessary an adjustment in the scale for press wash-up and pressroom utility employees since they are based on a percentage of the job cylinder press assistant scale. The \$3.00 weekly differential over the following base contract minimum scales with pro-rata amounts per shift and per hour shall be continued for employees regularly assigned to roller coating. The new scales for press wash-up and pressroom utility employees are set forth below:

Effective the first fiscal week beginning on or after May 1, 1974:

	DAY SHIFT			NIGHT SHIFT		
	Weekly	Hourly Mon. to Thurs.	Hourly Friday	Weekly	Hourly Mon. to Thurs.	Hourly Friday
Beginners, 1st year..	\$124.35	\$3.513	\$3.558	\$125.27	\$3.553	\$3.597
Employees with more than 1 year's but less than 2 years' experience.....	135.03	3.6015	3.6586	144.50	3.8533	4.1286
Employees with 2 years' experience and over.....	156.04	4.1615	4.4583	166.96	4.4523	4.7793

VACATION CREDITS FOR 23-W EMPLOYEES - Effective June 1, 1974

Beginners, 1st year..	\$2.35	\$2.51
Employees with more than 1 year's but less than 2 years' experience.....	2.54	2.72
Employees with 2 years' experience and over.....	2.94	3.15

PRINTERS LITHO-PRESS ASSISTANTS' UNION NO. 23
EFFECTIVE SHIFTS WORLD FIRST FISCAL WEEK BEG. OR AFTER MAY 1, 1974

5/29/74

264A

	DAY SHIFT			NIGHT SHIFT			THIRD SHIFT	
	Weekly	Hourly Mon. to Thurs.	Hourly Friday	Weekly	Hourly Mon. to Thurs.	Hourly Friday	Weekly	Hourly
Assistants employed on the following presses: platen presses, Webendorfers, Little Giant, Multi-Color and C & P cylinders.....	\$220.37	\$6.2963	\$6.7306	\$235.30	\$6.7371	\$7.2554	\$240.26	\$7.6364
Assistants employed on the following presses: Michie Verticals, Miller High-Speed, Kelly A, Kelly B, Kelly C, Kelly D, Kelly E, Miller Simplex, Kelly 1, Michie Horizontal, Harris 1-color, 2-color, 15 x 15 Harris, 2-color 18 x 22 Harris, offset presses up to and including 22 x 34 and opaques.....	223.91	6.3974	6.8895	239.58	6.8451	7.3717	244.05	7.3099
Assistants employed on the following presses: Web offset and Web letter-presses; cylinders over 42"; McKee Process presses and offset presses 35 x 45 and larger.....	261.88	7.4323	8.0578	280.21	8.0660	8.6218	285.45	9.1344
Assistants employed on the following presses: Michie Auto Pony, Kelly No. 2, Babcock Auto, Miller Major Simplex, Premier G.F., Michie 41, sheet fed rotary and double sheet fed rotary.....	263.30	7.5229	8.1015	281.73	8.0494	8.6636	287.09	9.1340
Assistants employed on the following presses: Miller 2-color Major Simplex, Michie 2-color No. 41, Michie 2-color No. 46; Small McKee Process Press 1st assistant; large 2-color flat-bed presses; 2-color Cottrell rotary presses not over								

League-Local 23 Wage Scales
Effective first fiscal week beginning on or after May 1, 1974

5/29/74
Page 2

	DAY SHIFT			NIGHT SHIFT			THIRD SHIFT	
	Weekly	Hourly Mon. to Thurs.	Hourly Friday	Weekly	Hourly Mon. to Thurs.	Hourly Friday	Weekly	Hourly
42"; 5-color Cottrell presses not over 61"; and Perfecting Presses.....	\$264.73	\$7.5637	\$8.1455	\$283.26	\$8.0931	\$8.7157	\$288.56	\$9.2339
Assistants employed on the following presses: 2-color 45" Cottrell; 5-color 42" Cottrell.....	266.14	7.6040	8.1889	284.77	8.1363	8.7622	290.09	9.2329
Assistants employed on the following presses: 2-color 59" Cottrell; 2-color rotary over 59".....	267.57	7.6440	8.2329	286.30	8.1890	8.8092	291.65	9.3323
5-color 61" Cottrell; and 5-color 72" Cottrell presses.....	268.29	7.6654	8.2551	287.07	8.2020	8.8329	292.44	9.3531
5-color sheet-fed rotary presses over 72".....	271.12	7.7463	8.3422	290.10	8.2026	8.9262	295.52	9.4566

LOCAL UNION NO. 23 VACATION CREDITS -- Effective June 1, 1974 -- JOURNEYMEN PRESS ASSISTANTS

Base Scales	Per Shift Vacation Credit	Base Scales	Per Shift Vacation Credit	Base Scales	Per Shift Vacation Credit
DAYS		NIGHTS		LOBSTER	
\$270.37	\$4.16	\$235.30	\$4.44	\$240.20	\$4.52
273.91	4.22	239.58	4.52	244.06	4.60
281.08	4.93	280.21	5.28	285.45	5.37
283.30	4.96	281.73	5.31	287.03	5.41
284.73	4.99	283.26	5.34	288.56	5.44
286.14	5.01	284.77	5.36	290.09	5.46
287.57	5.04	286.30	5.39	291.65	5.49
288.29	5.05	287.07	5.40	292.44	5.50
271.12	5.11	290.10	5.47	295.52	5.57

League-Local 23 Wage Scales
Effective First Fiscal Week beginning on or after May 1, 1974

5/29/74
Page 3

Vacation Credits - Eff. 6/1/74

APPRENTICE PRESS ASSISTANTS

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	JOB		CYLINDER OR ROTARY		CYLINDER FROM JOB	
	Day	Night	Day	Night	Day	Night
First six months.....	\$2.70	\$2.69	\$4.15	\$4.42	\$4.22	\$4.52
Second six months.....	2.91	3.11	4.29	4.59	4.40	4.71
Third six months.....	3.32	3.55	4.45	4.75	4.58	4.90
Fourth six months.....	3.74	4.00	4.61	4.93	4.75	5.08
Fifth six months.....			4.77	5.10		
Thereafter.....(job)	4.15	4.44	4.93	5.28	4.93	5.28
	(job cyl.) 4.22	4.52				

Effective First Fiscal Week
beginning May 1, 1974

APPRENTICE SCALES
DAY SHIFT

NIGHT SHIFT

	Weekly	Hourly Mon. to Thurs.	Hourly Friday	Weekly	Hourly Mon. to Thurs.	Hourly Friday
Apprentice Job Press Assistants:						
First six months, 65% of journeyman's scale.	\$143.24	\$4.6926	\$4.4874	\$153.27	\$4.3791	\$4.7160
Second six months, 70% of journeyman's scale.	154.26	4.8974	4.7165	165.06	4.7160	5.0783
Third six months, 80% of journeyman's scale.	175.39	5.0371	5.4216	188.61	5.3387	5.8043
Fourth six months, 90% of journeyman's scale.	193.33	5.6066	6.1025	212.22	6.0631	6.5293
Thereafter, full journeyman's scale:						
Platen presses.....	220.37	6.2963	6.7366	235.89	6.7371	7.2554
Job Cylinder presses.....	223.91	6.3974	6.8095	239.58	6.8451	7.3717

Apprentice Cylinder or Rotary Assistants:

First six months, \$5.00 less than the scale of a job cylinder pre. assistant.....	\$218.91	\$6.2546	\$6.7357	\$234.23	\$6.6923	\$7.2071
Second six months, an increase equal to 20% of the difference of the scale of journeyman cylinder feeder and the basic (1st six months) scale of an apprentice cylinder assistant.....	227.50	6.5000	7.0033	243.43	6.9551	7.4962
Third six months, 40% of above difference..	236.10	6.7457	7.2616	252.63	7.2100	7.7732
Fourth six months, 60% of above difference..	244.69	6.9911	7.5269	261.82	7.4806	8.0560
Fifth six months, 80% of above difference..	253.29	7.2369	7.7935	271.02	7.7434	8.3391
Thereafter, full journeyman's scale.....	261.88	7.4823	8.0573	280.21	8.0060	8.6218

League-Local 23 Wage Scales
Effective First Fiscal Week beginning on or after May 1, 1974

5/29/74
Page 4

APPRENTICE SCALES - cont.

DAY SHIFT

NIGHT SHIFT

	Weekly	Hourly Mon. to Thurs.	Hourly Friday	Weekly	Hourly Mon. to Thurs.	Hourly Friday
Apprentice Cylinder Press or Rotary Assistant Transferred from Job Press Assistants:						
First six months, the scale of job cylinder Assistant.....	\$223.91	\$6.3974	\$6.8095	\$239.58	\$6.8451	\$7.3717
Second six months, an increase equal to 25% of the difference of the scale of a cylinder assistant and the scale of a job cylinder assistant.....	233.40	6.6066	7.1615	249.74	7.1354	7.6843
Third six months, 50% of above scale.....	242.90	6.9400	7.4738	259.90	7.4257	7.9969
Fourth six months, 75% of above scale.....	252.39	7.2111	7.7658	270.06	7.7160	8.3095
Thereafter, full journeyman's scale.....	261.88	7.4823	8.0573	280.21	8.0060	8.6218

G.C. - Ex 11 C

266 A

WAGE SCALES AND HOURLY RATES,
AND VACATION CREDITS
FOR CYLINDER AND JOB ASSISTANT'S,
APPRENTICE'S, PRESS TENDERS,
23W. BRANCH PRESS WASH-UP FLY BOYS
PRESSROOM UTILITY EMPLOYEES
EFFECTIVE FIRST FISCAL WEEK BEGINNING
ON OR AFTER NOVEMBER 1, 1974

BETWEEN

PRINTERS LEAGUE SECTION OF THE
PRINTING INDUSTRIES OF METROPOLITAN
NEW YORK, INC.

AND

NEW YORK PRINTING PRESS ASSISTANTS' AND
OFFSET WORKERS UNION No. 23
I.P.P. and A.U. of N.A.
212 WEST 15th STREET NEW YORK, N.Y. 10011
CHELSEA 3-3326----3327

MANUEL MOSCOSO
President & Bus. Rep.

THOMAS M. DONOHUE
Sect. -Treas.

Please retain this Pamphlet for your information



PRINTERS LEAGUE-PRESS ASSISTANTS' UNION NO. 23
EFFECTIVE SHIFTS BEGINNING FIRST FISCAL WEEK ON OR AFTER NOVEMBER 1, 1974

267A

	DAY SHIFT			NIGHT SHIFT			THIRD SHIFT	
	Weekly	Hourly Mon. to Thurs.	Hourly Friday	Weekly	Hourly Mon. to Thurs.	Hourly Friday	Weekly	Hourly
Assistants employed on the following presses: platen presses, Webendorfers, Little Giant, Multi-Color and C & P Cylinder.....	\$225.33	\$6.4380	\$6.9332	\$241.10	\$6.9886	\$7.4185	\$245.91	\$7.9395
Assistants employed on the following presses: Michie Verticals, Miller High Speed, Kelly A, Kelly B, Kelly Clipper, Kelly C, Miller Simplex, Kelly I, Michie Horizontal, Harris 1-color, 2-color, 18 x 13 Harris, 2-color 16 x 12, offset presses including 22 x 34 and.....	228.95	6.5414	7.0146	244.98	6.9991	7.5378	249.56	7.9859
Assistants employed on the following presses: offset and web letterpresses; cylinders over 42"; McKee Process presses and offset presses 35 x 45 and larger.....	267.77	7.6506	8.2591	286.51	8.1969	8.8157	291.37	9.3393
Assistants employed on the following presses: Michie Auto Pony, Kelly No. 2, Bab- cock Auto, Miller Major Simplex, Premier G.P., Michie 41, sheet fed rotary and double sheet fed rotary.....	269.22	7.6920	8.2837	288.07	8.2386	8.8637	293.45	9.3904
Assistants employed on the following presses: Miller 2-color Major Simplex, Michie 2-color No. 41, Michie 2-color No. 46; Small McKee Process Press 1st assistant; large 2-color flat-bed presses; 2- color Cottrell rotary presses not over 42"; 5-color Cottrell presses not over 61"; and Perfecting Presses.....	270.50	7.7340	8.3289	289.41	8.2754	8.9120	295.05	9.4416
Assistants employed on the following presses: 2-color 48" Cottrell; 5-color 42" Cottrell.....	272.15	7.7751	8.3732	291.18	8.3191	8.9594	296.62	9.4914

League-Local 23 Wage Scales
 Effective first fiscal week beginning on or after November 1, 1974

Page 2

	DAY SHIFT			NIGHT SHIFT			THIRD SHIFT	
	Weekly	Hourly Mon. to Thurs.	Hourly Friday	Weekly	Hourly Mon. to Thurs.	Hourly Friday	Weekly	Hourly
Assistants employed on the following presses: 2 color 52" Cottrell; 2-color rotary over 50".....	\$273.59	\$7.3169	\$8.4162	\$292.74	\$8.3640	\$9.0074	\$293.21	\$9.5427
5-color 61" Cottrell; and 5-color 72" Cottrell presses.....	274.55	7.8380	8.4409	293.55	8.3866	9.0317	293.02	9.5636
5-color sheet-fed rotary presses over 72".....	277.22	7.9206	8.5293	296.63	8.4751	9.1271	302.17	9.6691

LOCAL UNION NO. 23 VACATION CREDITS -- Effective November 1, 1974: JOURNYPRESS ASSISTANTS

Base Scales Days	Per Shift Vacation Credit	Base Scales NIGHTS	Per Shift Vacation Credit	Base Scales MONTHLY	Per Shift Vacation Credit
\$117.53	\$4.15	\$281.10	\$4.44	\$287.81	\$1.52
228.95	4.22	284.98	4.52	289.56	4.60
267.77	4.93	286.51	5.21	291.37	5.37
269.22	4.99	289.07	5.31	293.45	5.41
270.50	4.99	289.64	5.31	295.05	5.44
272.15	5.01	291.13	5.36	296.62	5.46
273.59	5.04	292.74	5.39	298.21	5.49
274.55	5.05	293.55	5.40	299.02	5.50
277.22	5.11	296.63	5.47	302.17	5.57

APPRENTICE PRESS ASSISTANTS

JOB	COTTON OR ROTARY		CYLINDER OR PLATE JOB	
	Day	Night	Day	Night
First six months.....	\$2.70	\$2.69	\$4.15	\$4.14
Second six months.....	2.91	3.11	4.29	4.39
Third six months.....	3.32	3.55	4.45	4.76
Fourth six months.....	3.74	4.00	4.61	4.97
Fifth six months.....			4.77	5.19
Fourth year (job).....	4.15	4.41	4.93	5.28
Fifth year (job cyl.).....	4.22	4.52		

PRESS ASSISTANTS' UNION NO. 23

Page 3

APPRENTICE SCALES

Effective first fiscal week on or after November 1, 1974

	DAY SHIFT			NIGHT SHIFT		
	Weekly	Hourly Mon. to Thurs.	Hourly Friday	Weekly	Hourly Mon. to Thurs.	Hourly Friday
<u>Apprentice Job Press Assistants:</u>						
First six months, 65% of journeyman's scale.....	\$116.46	\$4.1816	\$4.5065	\$156.72	\$4.4777	\$4.8222
Second six months, 70% of journeyman's scale....	157.73	4.5065	4.8532	168.77	4.8220	5.1919
Third six months, 80% of journeyman's scale.....	180.26	5.1503	5.5465	192.88	5.5109	5.9518
Fourth six months, 90% of journeyman's scale....	202.80	5.7943	6.2400	216.99	6.1997	6.6766
Thereafter, full journeyman's scale:						
Platen presses.....	225.33	6.4380	6.9332	241.10	6.8326	7.4185
Job Cylinder presses.....	228.95	6.5414	7.0416	249.56	7.1505	7.6788
<u>Apprentice Cylinder or Rotary Assistants:</u>						
First six months, \$5.00 less than the scale of a job cylinder press assistant.....	\$223.95	\$6.3986	\$6.8908	\$239.63	\$6.8466	\$7.3732
Second six months, an increase equal to 20% of the difference of the scale of journeyman cylinder feeder and the basic (1st six months) scale of an apprentice cylinder assistant.....	252.71	6.6489	7.1603	249.00	7.1145	7.6615
Third six months, 40% of above difference.....	241.43	6.8994	7.4302	258.38	7.3825	7.9502
Fourth six months, 60% of above difference.....	259.24	7.1497	7.6997	267.76	7.6505	8.2383
Fifth six months, 80% of above difference.....	259.01	7.4003	7.9695	277.14	7.9183	8.5274
Thereafter, full journeyman's scale.....	267.77	7.6506	8.2391	286.51	8.1860	8.8157
<u>Apprentice Cylinder Press or Rotary Assistant Transferred from Job Press Assistants:</u>						
First six months, the scale of job cylinder assistant.....	\$223.95	\$6.5414	\$7.0446	\$244.98	\$6.9904	\$7.5378
Second six months, an increase equal to 25% of the difference of the scale of a cylinder assistant and the scale of a job cylinder assistant.....	238.66	6.8189	7.3434	255.37	7.2963	7.8575
Third six months, 50% of above scale.....	243.36	7.0960	7.6418	265.75	7.5929	8.1769
Fourth six months, 75% of above scale.....	258.07	7.3734	7.9406	276.13	7.8894	8.4983
Thereafter, full journeyman's scale.....	267.77	7.6506	8.2391	286.51	8.1860	8.8157

PRESS ASSISTANTS' UNION NO. 23-W

Press Wash-Up and Pressroom Utility Employees

Effect to first fiscal week on or after November 1, 1974

The increase in scales for press assistants makes necessary an adjustment in the scales for press wash-up and pressroom utility employees since they are based on a percentage of the job cylinder press assistants scale. The \$5.00 weekly differential over the following base contract minimum scales with pro-rata amounts per shift and per hour shall be continued for employees regularly assigned to roller coating. The new scales for press wash-up and pressroom utility employees are set forth below:

Effective the first fiscal week beginning on or after November 1, 1974:

	DAY SHIFT			NIGHT SHIFT		
	Weekly	Hourly Mon. to Thurs.	Hourly Friday	Weekly	Hourly Mon. to Thurs.	Hourly Friday
Beginners, first year.....	\$127.35	\$3.5960	\$3.6386	\$136.26	\$3.6336	\$3.8031
Employees with more than one year's but less than two years' experience.....	138.09	3.6824	3.9484	147.76	3.9403	4.1217
Employees with two years' experience and over.....	159.35	4.2547	4.5586	170.72	4.5325	4.8777

VACATION CREDITS for 23-W EMPLOYEES: Effective November 1, 1974

Beginners, first year.....	\$2.35	\$2.31
Employees with more than one year's but less than two years' experience.....	2.34	2.72
Employees with two years' experience and over.....	2.94	3.15

GC 11D 5/12/75
New York Printing Press Asst's & Offset Workers Union No. 23

I.P.G.C.U., A.F.L.-C.I.O.

Office: 212 WEST 15th STREET • NEW YORK N. Y. 10011 • Telephone: CHELSEA 5-3326-7

MANUEL MOLCOSO
President & Business Rep.

THOMAS M. DONOHUE
Secretary-Treasurer



270 4

May 29, 1974

TO: Employers Recognizing New York Printing Press Assistants'
& Offset Workers' Union No. 23
SUBJECT: New Contract Language

Sec. 3 - Change second sentence of paragraph 2 to read as follows:

The League and the Union pledge, that they shall continue to practice no discrimination in employment in regard to race, creed, color, national origin or sex.

The parties to the collective bargaining agreement agree to continue their policy of no discrimination against any employee because of race, creed, color, age, sex or national origin, with respect to wages, hours, advancement, selection for apprenticeship openings, or other conditions of employment.

The term "journeymen," as used in the collective bargaining agreement, is meant only to indicate the classification or status of employees, and is not related to the sex of employees. Any other use of the masculine gender in the collective bargaining agreement shall be understood to include the feminine gender as well.

Sec. 7 - Duration

All terms as set forth in this contract shall be effective on May 1, 1974 and shall continue until April 30, 1975.

Sec. 18 - Change third paragraph to read as follows:

The number of days to be granted as a vacation to the employee shall be determined by dividing the total amount of vacation credits earned during the vacation year beginning April 1st and ending March 31st of each year, by the base rate per shift paid to the employee at the time of his vacation, but under no conditions shall the vacation period exceed 20 full working days subject to Section 21. Fractional parts of a day earned as a vacation shall be disregarded and only whole days shall be considered in granting vacations to employees, provided, however, that this provision shall not offset the amount of vacation allowance to which each employee shall be entitled in accordance with the provisions of this paragraph.

Sec. 27-B - A new section to be added to read as follows:

There may be separate starting times of up to one (1) hour either before or after the starting time of the regular day, night or lobster shifts for the pressroom and/or preparatory departments as long as it is within the framework of the hours of the contract for the respective shifts.

Sec. 41 - Change first paragraph to read as follows:

Effective June 1, 1974, an employee employed in an office covered by this contract who worked 110 days in one contract year shall receive in the following contract year five (5) days of paid sick leave.

OVER

Sec. 44 - Change to read as follows:

271 A

Ten hours must intervene between time of quitting and starting work. An employee reporting at the end of the ten-hour period immediately following the usual day's work shall be paid at the rate of single time. An employee ordered to report to work at the regular starting time of the shift, before the expiration of the ten-hour period shall be paid at the overtime rate prevailing at the time at which his previous day's work ended until the ten-hour period has expired. An employee working the major portion of any shift that he starts with must be paid for the full day.

Sec. 56 - Change third paragraph to read as follows:

Any employee quitting his position must notify the foreman forty-eight (48) hours prior to the close of his last working shift that he will be quitting his position.

Sec. 61 - Change to read as follows:

Effective June 1, 1974, in addition to the wages as set forth in the Wage Scales Section of the contract the members of the Printers League shall contribute weekly to the New York Pressroom Unions-Printers League Welfare Trust Fund contributions in the amount of five per-cent (5%) of gross earnings for each assistant cylinder and job journeyman and apprentice employees covered by this contract.

Struck Work - A new section to be added to read as follows:

Neither the League nor an Employer shall require employees covered by this agreement to execute any work received from or destined for another employer whose employees are locked out or on a strike authorized by the International Printing & Graphic Communications Union or under circumstances which make an employer an ally of such employer, and such work shall not be within the scope of the employment of employees covered by this agreement. The Union will give the League forty-eight (48) hours notice of such strike or lockout. However, nothing in the foregoing shall interfere with a League member from continuing normal account work or interfere with his right to secure such work as may be had from a customer on a direct account basis. Provided such normal account work shall not violate the object of this section, i.e., no work shall be received from or directed to an office which is engaged in an authorized I.P. & G.C.U. strike or lockout recognized by the I.P. & G.C.U.

Plant Location - A new section to be added to read as follows:

In the event of the removal of any plant covered by this Contract to a location outside the geographical jurisdiction of New York Printing Press Assistants' & Offset Workers' Union No. 23, the Employer shall continue to recognize New York Printing Press Assistants' & Offset Workers' Union No. 23 as the bargaining agent for its Pressroom and Offset Preparatory room employees and this Contract shall continue to apply.

Memorandum of Agreement No. 1 - Overtime

There is a recognition of a responsibility that in order to service customer requirements, reasonable amounts of overtime must be worked. However, there is no intent to work excessive overtime on equipment or in classifications in firms where employees are laid off so as to deny such employees work opportunities in that shop.

Memorandum of Agreement No. 2 -

It is agreed that in the event an Energy or Paper Crisis or some similar situation adversely affects the ability of our member plants in any or all parts of their operations, the Printers League and International Printing and Graphic Communications Union Local 23, New York will meet in a joint effort to develop mutually advantageous solutions.

OVER

I. P. G. C. U., A. F. L. - C. I.

MANUEL MOSCOSO
President & Business Rep.

THOMAS M. DONOHUE
Secretary/Treasurer

Army Packaging Corp.
22 Army Drive
Arlington, N.J. 11781

4741 514

will be sent contract between your Co
and the
the
pic
and 35 sent contract between your Co
and 35, 1975.
Find copies of new contract
and, and return one copy to

You will note all conditions are the
agreements, we expect, our firm will control
contract.

Sincerely Yours,

Manuel Rosendo
President

3. Form 3811, Nov. 1973 RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL	
1. The following service is requested (check one): ☐ Show to whom and date delivered..... 15¢ ☐ Show to whom, date, & address of delivery..... 35¢ ☒ DELIVER ONLY TO ADDRESSEE and show to whom and date delivered..... 65¢ ☐ DELIVER ONLY TO ADDRESSEE and show to whom, date, and address of delivery..... 85¢	
2. ARTICLE ADDRESSED TO: _____	
3. ARTICLE DESCRIPTION: REGISTERED NO. _____ INSURED NO. _____ 415017	
(Always obtain signature of addressee or agent) I have received the article described above. SIGNATURE _____	
4. DATE OF DELIVERY 3-31-75	POSTMARK 11
5. ADDRESS (Complete only if requested) _____	
6. UNABLE TO DELIVER BECAUSE: _____	CLERK'S INITIALS _____

C C 24 12 A

Starting after April 1190, must visit on
state, members of my land called on
to notify me of the state & to answer

GC EX 13 FORTC-1450.

By 12/2/75

2734

() Exhibit 3

MEMORANDUM OF AGREEMENT

BETWEEN

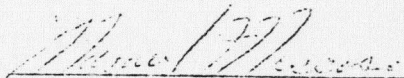
ARKAY PACKAGING CORPORATION
22 Arkay Drive
Hempstead, N. Y. 11787

NEW YORK PRINTING PRESS ASSISTANTS
& AND OFFSET WORKERS
UNION NO. 23 I.P.P. and A.U. of N. A.
212 West 15th St.
New York, N. Y. 10011

The company does recognize the contract between the Printers League and Local 23 for the period of May 1, 1974 to April 30, 1975.

It is agreed that the salaries of employees covered under this agreement reflect current scales as of your publication of May 1, 1974 which we received last week.

All other conditions of the League - 23 contract shall prevail.


Manuel Moscoso, President &
Business Representative for
New York Printing Press Assistants
and Offset Workers Union Local 23.


For
Arkay Packaging Corporation
Howard M. Bates
Vice President/Manufacturing

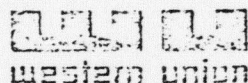
*Meeting after Jan 1975 went out in
status, members of my local called me
to notify me of the status to answer*

274 A

MGMNYAT HSB
2-014277E186 07/05/74

ICG IPHMTZZ CSP

5162732000 MGM TDNT HAUPPAUGE NY 110 07-05 1249P EDT
ZIP 10001



Mailgram



*C.C. Ex 14 Fort 12 EV.
7/12/75*

MANUEL MOSCOSO PRESIDENT CARE NEW YORK PRINTING PRESS ASSISTANTS
AND OFFSET WORKERS UNION NUMBER 23 IPP AND AD OF NA
212 WEST 15TH ST
NEW YORK NY 10001

PURSUANT TO THE TERMS OF THE COLLECTIVE BARGAINING CONTRACT
BETWEEN ARKAY PACKAGING CORP AND LOCAL 23 THERE IS A NO STRIKE
PROVISION. ANY FURTHER REFUSAL TO WORK IS A BREACH OF OUR AGREEMENT.
IF YOU DO NOT HAVE YOUR MEMBERS RETURNED TO WORK BY MONDAY JULY
8 1974 YOUR UNION WILL BE SUBJECT TO A DAMAGE ACTION, AN INJUNCTION,
AND ARKAY WILL BE FREE TO REPLACE SUCH MEMBERS OF YOUR UNION
WHO HAVE NOT RETURNED TO WORK,

HONARD BATES VICE PRESIDENT MANUFACTURING ARKAY PACKAGING
CORP 22 ARKAY DR HAUPPAUGE NY 11787

12:49 EDT

MGMNYAT HSB

Recd

G. C. Ex 15 1974 14 EU.
by 12/2/75

275 A

Exhibit 2
New York Printing Press Assist's & Offset Workers Union No. 23

I.P.G.C.U. A.F.L.-C.I.O.

Office: 212 WEST 13th STREET • NEW YORK N. Y. 10011 • Telephone: CHILSEA 3-3526-7

MANUEL MOSCONO
President & Business Rep.

THOMAS M. DONOHUE
Secretary-Treasurer



July 15, 1974

Honorable Milton V.P.
Arkay Pkg. Co. Inc.
22 Arkay Drive
Hempstead L.I. N.Y.

Dear Sir:

In reply to your telegram of July 10, 1974 Local #23 has not broken contract with your company. As no steps were taken to protect the lives and property of the members of this Local who worked while your firm was being struck by another Union the men on their own refused to work due to the threat of bodily harm.

Manuel Moscono
President

After the July 1974 event out on
strike, members of my local called me

276 A



G.C. BELL (145)
L. Bell

ARKAY PACKAGING CORPORATION
92 ARKAY DRIVE, HAUPPAUGE, LONG ISLAND, NEW YORK 11787, TELEPHONE 516 273-2001
NEW YORK CITY SALES OFFICE: 201 EAST FIFTIETH STREET, N. Y. N. Y. 10022, TEL. 212 755-1020

April 14, 1975

Mr. Manuel Moscoso, President
Local 23, I.P.G.C.U.
12 West 15th Street
New York, New York 10011

Dear Mr. Moscoso:

Several days ago I received your undated letter, of which I enclose a copy. That letter claims that a labor contract has existed between your union and Arkay Packaging Corporation and that said contract expired by its terms on April 30, 1975. The letter also requests this company to sign a "new contract" as you describe it, which is undated. That alleged contract does not even specify which employees of our company you represent, what the bargaining unit is, the duration of the contract, nor what the contract which we are being asked to adopt states as to both wages, hours and working conditions -- and you do not even present me with a copy of the contract which you asked me to be bound by. In fact, it has little or nothing to indicate the nature of the commitment that the company is being asked to make.

Arkay Packaging Corporation agrees that if there was a labor contract between it and your union, it expires by its terms on April 30, 1975.

I believe it is appropriate to treat your request that this company sign a labor agreement with you as a claim that: (1) You represent a majority of our employees in an appropriate bargaining unit and are therefore entitled to act as their exclusive representative, and that, (2) since you have such status, the company is obliged to bargain with you regarding the "wages, hours and working conditions" of the employees in that bargaining unit.

I must decline your request that this company recognize you as the exclusive representative of our employees in any appropriate bargaining unit. I do so

cont'd

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Mr. Manuel Moscoso

-2-

April 11, 1975

on the basis of overwhelming number of valid objective considerations that conclusively indicate to the management of this company that your union does not represent a majority of the employees in any appropriate bargaining unit at our plant. In view of the overwhelming evidence to that effect, the company cannot recognize your union as the exclusive bargaining representative of any employee group, unless and until you have obtained a certification from the NLRB designating you as the collective bargaining representative for an appropriate unit of our employees.

In these circumstances, the management of this company must refuse your request to sign the paper which you designate as a "new contract", and must also refuse to meet with you for the purpose of negotiating any labor agreement.

Very truly yours,

ARKAY PACKAGING CORPORATION



Albert W. Roche
Vice President

AWR:mc
Enc.

G.C. EXP. 12/27/71-1450.

278A

SHOP RULES AND WAGE SCALE

CONTRACT

for

Book and Job Offices

between

Printers League Section

PRINTING INDUSTRIES OF
METROPOLITAN NEW YORK, INC.

and

Paper Handlers' and Sheet
Straighteners' Union No. 1

I. P. P. & A. U. of N. A.

1971-1974

SCALE AGREEMENT

279A

SHOP RULES AND WAGE SCALE CONTRACT FOR BOOK AND JOB OFFICES

between

PRINTERS LEAGUE SECTION,
PRINTING INDUSTRIES OF
METROPOLITAN NEW YORK, INC.

and

PAPER HANDLERS' AND SHEET
STRAIGHTENERS' UNION NO. 1,
I. P. P. & A. U. of N. A.

PART I—IDENTIFICATION

1. This Shop Rules and Wage Scale Contract made between the Printers League Section of the Printing Industries of Metropolitan New York, Inc., hereinafter called the "League," and Paper Handlers' and Sheet Straighteners' Union No. 1, I. P. P. and A. U. of N. A., hereinafter called the "Union," shall govern all employer members of the League who recognize by signature this Contract with the Union.

2. The League recognizes the Union as the exclusive representative for collective bargaining for all employees engaged in paper handling, roll handling or sheet straightening as defined in Part X of this Contract in the pressrooms and paper storage rooms of the employers.

3. It is mutually agreed that employees engaged to perform work coming under the jurisdiction of this Contract shall be paid the wages set forth herein. Employees not members of the Union at the time of engagement shall make application for membership in the Union after thirty days from date of hiring. Any employee accepted into mem-

bership in the Union shall, as a condition of continued employment during the term of this Contract, pay or offer to pay the regular monthly dues of the Union. In the event that an employer indicates his intent to hire additional employees covered under this Contract, he shall designate the position to be filled and will state how long he expects the position to last. It is further mutually agreed where no experienced men are available that beginners may be employed at wage rates mutually agreed in such case which shall provide for payments of full journeyman's scale within a period of employment of not more than six months. The League and the Union pledge that they shall continue to practice no discrimination in employment in regard to race, creed, color or national origin.

4. It is understood and agreed, that if any provision of the previous Contract, excluded from this Contract solely because of the restrictions of the law is determined either by a legislative enactment or by a decision of the court of highest recourse to be legal or permissible, then the parties shall immediately enter into discussions with a view to the restoration of such clause.

5. In the negotiations for a new Contract the League shall submit to the Union 90 days before expiration of this Contract, a list of members of the League who will accept and will operate under the terms of the new Contract, those firms only and new members of the League, and such other firms as may accept prior to the conclusion of negotiations by conciliation or prior to a decision through arbitration shall be bound by the new Shop Rules and Wage Scale Contract.

5a. Effective April 8, 1972, or thereafter during the life of this agreement, subject to the existing requirement of law for written authorization from the respective employees, the Employer shall deduct monthly from the earnings of the employees covered by this agreement the Union dues (which in-

cludes initiation fees and standard Union assessments) of such employees and forthwith remit same to the Union. Monies so deducted shall be deemed trust funds in the hands of the Employer.

The Union and the League will review and agree on the proper administrative implementation of the check off procedure.

Definition of Book and Job Office

6. A Book and Job Office is an office which does printing for the public or for an individual firm or company, or one that operates a printing plant for the production of its own or others' weekly, semi-weekly, tri-weekly, or monthly publications, whatever the equipment of the foregoing may be, or whatever the hours of the day they may be operated.

PART II—DURATION

7. All the terms as set forth in this contract shall be effective on June 1, 1971 and shall continue until April 30, 1974.

8. For the renewal of this Contract, the Union shall present to the League and the League shall present to the Union ninety days prior to the expiration of this Contract, a statement in writing of proposals for changes both in shop rules and scale of wages. All proposals shall be included in the first statement, subject to change in negotiations. Negotiations shall be entered into promptly following the interchange of proposals, and efforts made by each party with the other to conciliate points of difference.

If no notice by either party is given in writing as stipulated in the preceding paragraph, the then existing provisions of this Contract shall continue in full force and effect to April 30, 1975, and thereafter be subject to the stipulations as set forth in the preceding paragraph, prior to each succeeding annual expiration date.

PART III—SETTLEMENT OF DISPUTES

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The following rules shall govern all employees, employed by members of the League who are parties to this Contract, and employment is given and accepted under these conditions:

9. No precedents or previous conditions, rules or agreements shall be recognized in any way or affect or modify these rules, which are to be interpreted or changed only in accordance with the provisions of this Contract or through arbitration under the Arbitration Agreement between the League and the Union.

10. All employees are cautioned against an infraction of rules contained herein, as such will be the cause of discipline either by immediate dismissal or by complaint made through the League to the Union, at the option or discretion of the employer.

11. In the event of a difference arising between a member of the League and the Union, all work shall continue without interruption pending proceedings looking to conciliation or arbitration, either local or international, and the scale of wages and hours provided in contract between the parties and working conditions prevailing prior to the time the difference arose shall be preserved unchanged until a final decision of the matter at issue shall have been reached.

12. All complaints emanating from any party to this Contract shall receive prompt acknowledgment and attention, and every effort shall be made to reach a prompt and satisfactory adjustment.

13. When a complaint is made, it shall be immediately transmitted to the organization to which the party complained of belongs. Such complaints to be adjusted within a period not exceeding 30 days.

14. The Chapel Chairman shall be the recognized official representative of the Union.

PAPER HANDLERS' & STRAIGHTENERS' UNION NO. 61 INTERNATIONAL PRINTING AND
GRAPHIC COMMUNICATIONS UNION
and
PRINTERS LEAGUE

2834

CC Ex 18 For it m. 50
for 12/1/75

The Agreement is that the new contract be the expiring contract, with the following changes:

Sec. 3 Change the last sentence to read as follows:

The Company and the Union pledge that they shall continue to practice no discrimination in employment in regard to race, creed, color, national origin or sex.

The parties to the collective bargaining agreement agree to continue their policy of no discrimination against any employee because of race, creed, color, age, sex or national origin, with respect to wages, hours, advancement, selection for apprenticeship openings, or other conditions of employment.

Sec. 7 Duration

All terms as set forth in this contract shall be effective on May 1, 1974 and shall continue until April 30, 1975.

Sec. 20 Change to read as follows:

Employees shall receive vacation credits for each shift worked including 6th and 8th day employment and credits for paid holidays. Vacation credits computed on the formula of 220 vacation credits to establish four (4) weeks vacation pay (subject to Section 21).

The Union has an option to determine whether vacation credits shall be deposited on a monthly basis to a Vacation Depository Fund. The decision to finalize this option will be made effective the first fiscal year on or after April 1, 1975.

Sec. 41 Change first paragraph to read as follows:

Effective June 1, 1974, an employee employed in an office covered by this contract who worked 116 days in one contract year shall receive in the following contract year five (5) days of paid sick leave.

Sec. 44 Change to read as follows:

Ten hours must intervene between the time of quitting and starting work. An employee reporting at the end of the ten-hour period immediately following the usual day's work shall be paid at the rate of single time. An employee ordered to report to work at the regular starting time of the shift, before the expiration of the ten-hour period shall be paid at the overtime rate prevailing at the time at which his previous day's work ended until the ten-hour period has expired. An employee working the major portion of any shift that he starts with must be paid for the full day.

Sec. 57 Change second paragraph to read as follows:

Any employee quitting his position must notify the foreman at the start of the shift that he will be quitting his position at the end of the shift.

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Sec. 61 Change to read as follows:

Effective Nov. 1, 1974, in addition to the wages as set forth in the Wage Scales Section of the contract the members of the Printers League shall contribute weekly to the New York Pressroom Union-Printers League Welfare Trust Fund contributions in the amount of five percent (5%) of gross earnings for each employee and apprentice employee covered by this contract.

Struck Work A new section to be added to read as follows:

Neither the Company nor an Employer shall require employees covered by this agreement to execute any work received from or destined for another employer whose employees are locked out or on a strike authorized by the International Printing & Graphic Communications Union or under circumstances which make an employer an ally of such employer, and such work shall not be within the scope of the employment of employees covered by this agreement. The Union will give the League forty eight (48) hours notice of such strike or lockout. However, nothing in the foregoing shall interfere with a Company member from continuing normal account work or interfere with his right to secure such work as may be had from a customer on a direct account basis. Provided such normal account work shall not violate the object of this section, i.e., no work shall be received from or directed to an office which is engaged in an authorized I.P. & G.C.U. strike or lockout recognized by the I.P. & G.C.U.

Plant Relocation A new section to be added to read as follows:

In the event of the removal of any plant covered by this Contract to a location outside the geographical jurisdiction of New York Paper Handlers' & Sheet Straighteners' Union No. 1, the Employer shall continue to recognize New York Paper Handlers' & Sheet Straighteners' Union No. 1 as the bargaining agent for its Pressroom and Offset Preparatory room employees and this Contract shall continue to apply.

Memorandum of Agreement No. 1

It is agreed that in the event an Energy or Paper Crisis or some similar situation adversely affects the ability of our member plants in any or all parts of their operations, the Printers League and International Printing and Graphic Communications Union Local 1, New York will meet in a joint effort to develop mutually advantageous solutions.

FOR THE UNION

Thomas J. Gentry
Business Representative

Jimmy H. H.
President

FOR THE EMPLOYER

PRINTERS LEAGUE-PAPER HANDLERS' UNION NO. 1
Journeyman Wage Scales
Effective Shifts Worked on or after May 1, 1974

285A

	DAY SHIFT			NIGHT SHIFT			THIRD SHIFT	
	Weekly	Hourly Mon. to Thurs.	Hourly Friday	Weekly	Hourly Mon. to Thurs.	Hourly Friday	Weekly	Hourly
Paper and/or Roll Handlers	\$229.27	\$6.5506	\$7.0545	\$245.32	\$ 7.0091	\$7.5483	\$249.90	\$7.9968
Sheet Straighteners	233.06	6.6589	7.1711	249.37	7.1249	7.6729	254.04	8.1293
* Beginners:								
Beginners without experience coming into the industry as paper handlers shall be paid in accordance with the provisions set forth below. In the event of layoffs, beginners shall not displace experienced employees.								
1st 2 mos., 70% p/r handlers scale..	\$160.49	\$4.5854	\$4.9382	\$171.72	\$4.9063	\$5.2637	\$174.93	\$5.5978
2nd 2 mos., 80% p/r handlers scale..	183.42	5.2406	5.6437	196.26	5.6074	6.0389	199.93	6.3978
3rd 2 mos., 90% p/r handlers scale..	206.34	5.8954	6.3489	220.78	6.3080	6.7932	224.91	7.1971
Thereafter, base paper/roll handlers scale	229.27	6.5506	7.0545	245.32	7.0091	7.5483	249.90	7.9968

Effective Shifts Worked on or after August 11, 1974

Paper and/or Roll Handlers	\$235.27	\$6.7720	\$7.2391	\$251.74	\$7.1926	\$7.7458	\$ 256.44	\$9.2061
Sheet Straighteners	239.06	6.8303	7.3557	255.79	7.3023	7.8705	260.58	8.3366
* Beginners: (see note above)								
1st 2 mos., 70% p/r handlers scale..	\$164.69	\$4.7054	\$5.0674	\$176.22	\$5.0349	\$5.4222	\$179.51	\$5.7443
2nd 2 mos., 80% p/r handlers scale..	188.22	5.3777	5.7914	201.40	5.7543	6.1969	205.16	6.5651
3rd 2 mos., 90% p/r handlers scale..	211.74	6.0497	6.5151	226.56	6.4731	6.9711	230.80	7.3856
Thereafter, base paper/roll handlers scale	235.27	6.7220	7.2391	251.74	7.1926	7.7458	256.44	8.2061

VACATION CREDIT SCHEDULE -- EFFECTIVE SHIFTS WORKED ON OR AFTER AUGUST 11, 1974

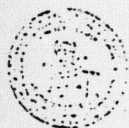
	Base Scales		Base Scales		Base Scales	
	DAYS	Per Shift Vacation Credit	MONTHS	Per Shift Vacation Credit	LOPSTER	Per Shift Vacation Credit
Paper and/or Roll handlers	\$235.27	\$4.44	\$251.74	\$4.75	\$256.44	\$4.84
Sheet Straighteners	239.06	4.51	255.79	4.83	260.58	4.92
Beginners:						
1st 2 months, 70%	\$164.69	\$3.11	\$176.22	\$3.33	\$179.51	\$3.39
2nd 2 months, 80%	188.22	3.55	201.40	3.80	205.16	3.87
3rd 2 months, 90%	211.74	4.00	226.56	4.26	230.80	4.36
Thereafter, paper handlers scale ..	235.27	4.44	251.74	4.75	256.44	4.84

285A

TIMOTHY HUNT
PRESIDENT

THOMAS J. GARVEY
BUS. REPRESENTATIVE

DANIEL LYNCH
SECY. TREASURER



PAPER HANDLERS' AND STRAIGHTENERS' UNION NO. 1
INTERNATIONAL PRINTING AND GRAPHIC COMMUNICATIONS' UNION OF N.A. AFL-CIO.

150 NASSAU STREET
NEW YORK, N.Y. 10038

PHONE. BEEKMAN 3-8244
3-8245

*G.C. Garvey in file
for 12/25*

August 15, 1974

To The Employer:-

Subject: New Contract entered into by Paper Handlers'
and Straighteners' Union No. 1 and Printers'
League.

Dear Sir:

We wish to advise you that the Paper Handlers' & Straighteners'
Union #1, International Printing & Graphic Communications Union of N.A.
AFL-CIO, has completed negotiations of a new contract with the Printers'
League of New York City.

These changes were adopted by our membership at a
Special Meeting on August 11, 1974.

This contract will run from May 1, 1974, to
April 30, 1975.

Copies of the changes are attached.

If these changes are acceptable to you, please sign the
enclosed copies, retaining one for your files and returning one to this
office.

Thanking you for your cooperation in this matter as in
the past, and wishing you continued success, we are,

Very truly yours,

Thomas J. Garvey
Business Representative

Timothy Hunt
President

287A

MEMORANDUM OF AGREEMENT

BETWEEN

ARKAY PACKAGING CORPORATION
22 Arkay Drive
Hempstead, New York 11737

PAPER HANDLERS AND SHEET
STRAIGHTENERS #1
150 Nassau Street
New York, New York

The Company does recognize the contract between the Printers League and Local #1 that expired May 31, 1974, but is open for negotiation.

It is agreed that the salaries of the Paper Handlers covered in this agreement shall be paid at current scale and that any agreement reached under the open negotiations will be reviewed.

All other conditions of the League #1 contract as currently constituted shall prevail for the current period until such time as the contract is negotiated.


I. P. & C. C. Union of North America
Thomas Carvey, Business
Representative for Paper Handlers
and Sheet Straighteners #1.

June 11, 1974

FOR 
Arkay Packaging Corporation
Vice President/Manufacturing

G. C. Ex 21 For 12 in EV.
By 12/2/75

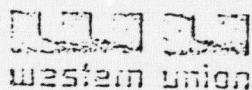
BNNYCA NYK

-01 4370E186 07 05/74

CS IPMMTZZ CSP

SI @73000 MGM TDMT HAUPPAUGE NY 110 07-05 1251P EDT

TP 10033



Western Union

Exhibit 1
Mailgram



288A

THOMAS J. GARBAY BUSINESS REPRESENTATIVE PAPER HANDLERS AND SHEET
STRAIGHTENERS NUMBER 1
20 NASSAU ST
NEW YORK NY 10033

PURSUANT TO THE TERMS OF THE COLLECTIVE BARGAINING CONTRACT
BETWEEN ARKAY PACKAGING CORP AND PAPER HANDLERS AND SHEET STRAIGHTENERS
LOCAL 1 THERE IS A NO STRIKE PROVISION. ANY FURTHER REFUSAL
TO WORK IS A BREACH OF OUR AGREEMENT. IF YOU DO NOT HAVE YOUR
MEMBERS RETURNED TO WORK BY MONDAY JULY 8 1974 YOUR UNION WILL
BE SUBJECT TO A DAMAGE ACTION, AN INJUNCTION, AND ARKAY WILL
BE FREE TO REPLACE SUCH MEMBERS OF YOUR UNION WHO HAVE NOT RETURNED
TO WORK.

HOWARD BATES VICE PRESIDENT MANUFACTURING ARKAY PACKAGING
CORP 22 ARKAY DR HAUPPAUGE NY 11787

1253 EDT

BNNYCA NYK

TIMOTHY HUNT
PRESIDENT

THOMAS J. GARVEY
BUS. REPRESENTATIVE

DANIEL LYNCH
SEC. Y. TREASURER

CC 23-1000
by 12/1/73

PAPER HANDLERS' AND STRAIGHTENERS' UNION No. 1
INTERNATIONAL PRINTING AND GRAPHIC COMMUNICATIONS' UNION OF N.A., A.F.L.-C.I.O.

289A

150 NASSAU STREET
NEW YORK, N.Y. 10038

64

PHONE: BECKMAN 3-8244
3-8245

April 5, 1973

Mr. Howard Kniff
Arkey Packaging Corp.
22 Arkey Rd.
Hauppauge, L. I. N. Y. 11787

Dear Sir:

We wish to advise you that Paper Handlers Union #1, International Printing and Graphic Communications Union of N. A., A. F. L., C.I. O. is now in negotiations for a new contract with the Printers League of New York City.

As of June 1971, we accepted a letter of agreement from you to any changes in last years contract with the Printers League.

Due to the lengthy Labor problem at your plant, no further negotiations took place.

We would at this time like to set a date with you to negotiate a new contract.

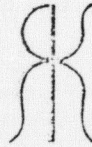
Thank you for your cooperation.

Very truly yours,

Thomas J. Garvey

THOMAS J. GARVEY
BUSINESS REPRESENTATIVE

BT:TC



14 EU
G.C. 6/24/75
290 A

ARKAY PACKAGING CORPORATION
88 ARKAY DRIVE, HAUPPAUGE, LONG ISLAND, NEW YORK 11787, TELEPHONE 516 273-2000
NEW YORK CITY SALES OFFICE 300 EAST FORTY-THIRD STREET, N. Y. N. Y. 10022, TEL. 212 755-1029

April 22, 1975

Mr. Thomas J. Garvey, Business Representative
Paper Handlers and Straighteners' Union Number 1
I. P. C. U.
150 Nassau Street
New York, New York 10038

Dear Mr. Garvey:

I am writing this in response to your letter of April 5th, 1975, at Mr. Howard Kanoff's request, due to his absence from the plant.

That letter requested that we set a date, "to negotiate a new contract". I assume from your request for negotiations that you are claiming:

1. That your union represents a majority of our employees in an appropriate bargaining unit and are, therefore, entitled to act as their exclusive representative, and
2. That since your union has such status, according to you, the company is obliged to bargain with you regarding the "wages, hours and working conditions" of the employees in that bargaining unit.

I must decline your request that the company recognize you as the exclusive representative of our employees in any appropriate bargaining unit. I do so on the basis of an overwhelming number of valid objective considerations that conclusively indicate to the management of this firm, that your union does not represent a majority of the employees in any appropriate bargain-

Continued

Mr. Thomas J. Garvey

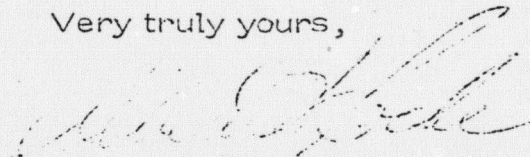
ing unit at our plant. In view of the overwhelming evidence to that effect, the company cannot recognize your union as exclusive bargaining representative of any employee group, unless and until you have obtained a Certification from the National Labor Relations Board designating you as the Collective Bargaining Representative for an appropriate unit of our employees.

In the foregoing circumstances, management of this firm must refuse to meet with you for your requested purpose, "to negotiate a new contract".

Your letter also stated that in June 1974, "We accepted a letter of agreement from you to any changes in last year's contract with the Printers League".

While I cannot quite understand what you mean by that phrase as it is worded, I would like to set the record straight as to what occurred in June 1974. At that time, the company merely agreed that it would "review" any agreement that you might have reached with Printers League in your negotiations with them. Since no such agreement was ever presented to this company for its review, and since you now no longer represent any employees of the company in an appropriate bargaining unit, we could not at this time agree to meet with you to "review" whatever agreement you may have reached with Printers League.

Very truly yours,



Albert W. Roche
Vice President and Treasurer

AWR:bs

Respondent's Exhibits

Resp's E-3 for 14 EU.
by 12/2/75

292 A

Freemen in 51

John Alisi
John Casano
Louis Di Lorenzo
Philip Ribando

Replacements

Louis Maurio - still employed
Salvatore Delisi - Replaced by J. Caluso

Operators 23 - Letterpress

Joseph Senora
Rogald Casano
Richard Koppin

Replacements

Mark Satyr - Replaced by Ambrosio Ding
Joseph Rygo - still employed

Die Cutting

Ralph Amalfitano
Oscar Kudjian

Replacements

Fred Bracno
John Kocredo

Stamping

George Balant
Ted Heider

Replaced

Raymond Lamazza
Harvey Grey

Supervisors

M. LaBianca - Replaced by Joel
D. Benfield. Pete Lore - Then Pet Luchinski
Joel Luchinski - Ray Le Gault

Paper Handlers

Thomas Cacciatore

James McGrath

Robert Laganos

Joseph Tedeschi

Duties absorbed by A & A

United States Court of Appeals

For the Second Circuit

Docket No. 77-6196

NEW YORK PRINTING PRESSMEN AND OFFSET WORKERS
UNION, NO. 11, INTERNATIONAL PRINTING AND
GRAPHIC COMMUNICATIONS UNION, AFL-CIO, LOCAL
NO. 13, AND NEW YORK PRINTING ASSISTANTS AND
OFFSET WORKERS, INTERNATIONAL PRINTING AND
GRAPHIC COMMUNICATIONS UNION, AFL-CIO, LOCAL 1,
INTERNATIONAL PRINTING AND GRAPHIC COMMUNI-
CATIONS UNION, AFL-CIO.

Respondents.

vs.

NATIONAL LABOR RELATIONS BOARD.

Respondent.

AREAY PACKAGING CORPORATION.

Intervenor.

ON PETITION FOR REVIEW OF AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD

JOINT APPENDIX

STATE OF NEW YORK }
CITY OF NEW YORK } ss.:
COUNTY OF NEW YORK }

VELEZ, FRANCISCO being duly sworn, deposes and

says, that he is over 18 years of age. That on the 27th day of

January, 1978, he served 2 copies of

the attached Joint Appendix on

the attorneys for the Respondent and Intervenor

herein by depositing the same, properly enclosed in a securely sealed

post-paid wrapper , in a U. S. Post Office at 90 Church Street, New

York City, directed to said attorney ~~xx~~

Hugh P. Husband, Jr.
Counsel for Intervenor
24 Washington Square, North
New York, New York 10011

General Counsel
National Labor Relations Board
1717 Pennsylvania Avenue
Washington, D.C. 20570
Counsel for Respondent

that being the place where ~~they~~ maintain ~~xxx~~ offices for the

regular transaction of business, and the last address mentioned in

the papers last served by them.

Francis V. ...

Sworn to before me this

27th day of January , 1978 .

Monroe D. Rosen

MONROE D. ROSEN
Notary Public, State of New York
No. 24-461690
Qualified in Kings County
Commission Expires March 30, 1979